



महाराष्ट्र शासन राजपत्र

भाग एक-ल

वर्ष २, अंक ४८]

गुरुवार ते बुधवार, डिसेंबर १-७, २०१६/अग्रहायण १०-१६, शके १९३८

[पृष्ठे ७०, किंमत : रुपये २३.००

प्राधिकृत प्रकाशन

(केंद्रीय) औद्योगिक विवाद अधिनियम व मुंबई औद्योगिक संबंध अधिनियम यांखालील
(भाग एक, चार-अ, चार-ब आणि चार-क यांमध्ये प्रसिद्ध केलेल्या अधिसूचना, आदेश व निवाडे यांव्यतिरिक्त)
अधिसूचना, आदेश व निवाडे.

INDUSTRIAL COURT, MAHARASHTRA, MUMBAI

BEFORE SHRI S. K. SHALGAONKAR, MEMBER,

COMPLAINT (ULP) No. 141 OF 2004.— Shri. Suresh Y. Kamble, 16/42, B. D. D. Chawl, N. M. Joshi Marg, Mumbai 400 013.— Complainant.—*Versus*.— (1) M/s. Galeecha (India) Ltd., G-33/43, Heera Panna Shopping Centre, Bhulabhai Desai Road, Haji Ali, Mumbai 400 026.—(2) Shri Mahraj Padora, Director, M/s. Galeecha (India) Ltd., G-33/43, Heera Panna Shopping Centre, Bhulabhai Desai Road, Haji Ali, Mumbai 400 026.—Respondents.

In the matter of complaint of unfair labour practices under Items
3, 7, 9 and 10 of Schedule IV of the MRTU and PULP Act, 1971.

CORAM.— Shri. S. K. Shalgaonkar, Member.

Appearances.— Shri. A. P. Kulkarni, Advocate for the complainant.
Shri. J. V. Mhaske, Advocate for the respondents.

Judgement

(Dictated and delivered in open Court on 17th December 2011.)

1. Below Exh. U-1 is the main Complaint (ULP) No. 141/2004 filed by the Complainant as against the Respondent No. 1 and 2 so named in the caption thereof towards unfair labour practices as per items 3, 7, 9 and 10 of Schedule IV of the MRTU and PULP Act, 1971 (hereinafter referred to as the Act, 1971); with the office of this Court on 15th March 2004. Wherein it is contended that could be taken down in brief as under :—

That, the unfair labour practices allegedly committed at the hands of the respondents as pleaded by the complainant under the Act, 1971 herein on and from 23rd February 2004.

2. The Respondent No.1 company has been in the business of making and selling of carpets, custains and allied items for last 25 years approximately. It has having establishments at three places so mentioned *vide* para 3(1) to (3).

3. So also the details in respect of the complainant's employment *i.e* in the year 1988 got employed as a Fitter with last drawn wages of Rs. 2,850 per month.

4. According to the complainant; right from November, 2002 the complainant was stopped giving him work and wages at the hands of these respondents; as he was attending the gate of the company on all working days; but he was refused to given him entry, work and wages.

5. Lastly; he visited the company in the month of May, 2003 with a request for taking him on duties. However, the Respondent No.1 company failed to take him on duties and allow his entry in the company's premises. To that effect; they addressed a legal notice dated 27th September 2003 to these respondents through his Advocate by RPAD and the same was received by the company respectively.

6. Being aggrieved; the very complainant thereafter filed a Complaint (ULP) matter towards unfair labour practice as per Item 1(a), 1(b), 1(d) and 1(f) of Schedule IV of the Act, 1971 on 14th October 2003. In reply to his Advocate's notice dated 27th September 2003; the respondents addressed their letter dated 17th October 2003 contending that, they have never terminated the services of the complainant at any point of time; but still in his employment and he may resume his duties.

7. After rceipt of the said reply; the complainant addressed one more notice on 23rd October 2003 to the respondents informing his readiness and willingness to attend his duties immediately.

8. Accordingly; on 23rd October 2003 at 9-30 a.m. the complainant report for his duties at Haji Ali establishment of the Respondent No.1 company and handed over his Advocate's notice / letter dated 23rd October 2003 to one Shri. Kewal one of the officials of the Respondent No.1 company to receive the same and informed the complainant that he should report for his duty on 1st November 2003 at Sewri establishment.

9. Thereby Advocate's further notice dated 27th October 2003 was received by the respondents on 1st November 2003 and accordingly with effect from 1st November 2003 the complainants started his working as a fitter with the Respondent No.1 company establishment at Sewri.

10. On 7th January 2004 the repondents have filed written-statement/affidavit-in-reply in the said Complaint (ULP) No. 493/2003, before the 10th Labour Court, Mumbai, which is still pending.

11. However, according to the complainant; all of a sudden; on 9th January 2004 the respondents issued him with a transfer-order instructing him to join his duties at the company's office situated at Vashi (Khairane) and to work there as "Carpet Helper".Thereby the said-action on part of these respondents was totally *malafide* apart from being a abrupt, sudden and arbitrary one. Hence, the complainant addressed a letter dated 12th January 2004, informing the respondents that, the respondents should inform the complainant the terms and conditions of his employment, if at all any, which the management of the company to transfer his services from Sewri to Khairane (Navi Mumbai). After receipt of the complainant' s letter dated 12th January 2004; but the respondents did not give effect to the transfer order dated 9th January 2004 and the complainant continued to work as a Fitter at Sewri establishment of the Respondent No.1 company. He was being paid his wages for the month of January, 2004 accordingly by the respondents.

12. Again on and from 23rd February 2004 (handwritten 15th March 2004) the respondents have stopped giving his entry, work and wages to these complainants; but forcing him to go and work at Khairane (Navi Mumbai) as Carpet Helper. The said action on the part of these respondents is totally unfair, improper, *malafide*, illegal, arbitrary, unjust, an act of victimization and the same also amounts to gross unfair labour practices as per Items 3, 7, 9, and 10 of Schedule IV of the Act, 1971 on the following grounds:—

(a) As there has been no term and condition of employment between the complainant and the respondents in respect of transferring him from Sewri, Mumbai to any other place including Khairane (Navi Mumbai). Thereby; the respondents have engaged in unfair labour practice as per Item 9 of Schedule IV of the Act, 1971.

(b) That the impugned order of transfer is a *malafide* transfer as the complainant had addressed a notice dated 27th September 2003 to the respondents, through his Advocates and the proceedings filed by him by way of Complaint (ULP) No. 493/2003 on 7th January 2004 and the events took place till 23rd February 2004 thereby the respondents have indulged into an unfair labour practice as per Item 3 of Schedule IV of the Act, 1971.

(c) As these respondents did want to victimize the complainant and to punish him; he was issued with the impugned transfer order so issued dated 9th January 2004 within two days from filing of the written-statement/affidavit in reply in the Complaint (ULP) No. 493/2003; therein on 7th January 2004 thereby the respondents have indulged into an unfair labour practice as per Item 7 of Schedule IV of the Act, 1971.

(d) As there has been no whisper in the statement and/or affidavit-in-reply filed by the respondents in the very Complaint (ULP) No.493/2003 before the 10th Labour Court, Mumbai about the impugned-order of transfer; thereby it is nothing but victimization of the complainant as a *malafide* transfer order as per Item 3 of Schedule IV of the Act, 1971.

(e) Again as per the complainant's contention further the very order of his transfer dated 9th January 2004 was never given effect to by these respondents as they have demoted the complainant from the post of Fitter to the post of Carpet ; thereby indulging into an unfair labour practice as per Items 3 and 9 of Schedule IV of the Act, 1971.

(f) According to the complainant further, that he was forced to go and work at Khairane (Vashi, Navi Mumbai) establishment as a Carpet Helper (lower post) right from 9th January 2004 till 22nd February 2004 the respondents themselves did not give effect to the said transfer order till that date did show that there was no business exigency to transfer the complainant from one place to another *i.e.* Sewri to Kharane; thereby the respondents have indulged into an unfair labour practice as per Item 3, 9 & 10 of Schedule IV of the Act, 1971.

(g) The complainant's letter dated 12th January 2004 was not replied by the respondents through acknowledged by one Shri. A. R. Patil, who is Sales Manager with the respondents the then.

(h) Hence, the impugned order of his transfer is *malafide* and the respondents have engaged in unfair labour practice as per Item 3 of Schedule IV of the Act, 1971.

(i) The documents in the form of invoice number showing the complainant as he was working as a fitter from the company's record right from the year 1988 and by naming others as helpers by name Sarvashri. Vasant, Balu, Kisan, Ganpat etc. do show that the complainant was employed as Fitter by changing his designation from Fitter to Carpet Helper through transfer order dated 9th January 2004 the respondents have realized that they have no right of transfer. Hence, it is alleged that the respondents have engaged in unfair labour practice as per Items 3, 7, 9 & 10 of Schedule IV of the Act, 1971.

(j) According to the complainant; under the guise of following the management policy ; the very impugned order of transfer issued to the complainant; the respondents have indulged into an unfair labour practice as per Item 3 of Schedule IV of the Act, 1971.

(k) Thereby the respondents wanted to victimize the complainant as he has preferred to challenge the unfair labour practice on its part through filing Complaint (ULP) No. 493/2003 before the respective Labour Court, Mumbai and testified against the respondents. Thereby impugned order of his transfer the respondents have committed an unfair labour practice as per Item 3 of Schedule IV of the Act, 1971.

(l) In fact, according to the complainant; there was no business exigency with the respondents as shown through the letter correspondence; but during the material period the complainant had been gone to his native place and on 2nd February 2004 and returned on 9th February 2004 and immediately he was issued show-cause notice dated 6th February 2004. Hence, there was no habitual absentee on part of this complainant.

(m) By way of demotion from Fitter to Carpet Helper, by way of transfer order is *malafide* ; thereby the respondents have committed an unfair labour practice as per Items 3, 7, 9 & 10 of Schedule IV of the Act, 1971.

(n) Again it is contended that, the respondents have issued him transfer order dated 9th January 2004 but not given effect to by the respondents right from 23rd February 2004; but stopping the entry and work plus wages and have orally advised the complainant to go and work at Khairane (Vashi-Navi Mumbai) as a Carpet Helper all to do show the victimization and the vindictive attitude as against these complainants and asking it to work *i.e.* Carpet Helper.

13. Therefore, *vide* para 9(a) to (h) the complainant has prayed by allowing this complaint; it be held and declared that, the Respondent No.1 and 2 have engaged in the unfair labour practices under Items 3, 7, 9 & 10 of Schedule IV of the Act, 1971. Further to quash and set aside the oral transfer order dated 23rd February 2004; asking the complainant to go and work at Khairane (Vashi, Navi Mumbai) and/or any subsequent transfer order so issued to the complainant.

14. It seems from the record; below Exh. U-2 there was an application from interim-relief filed under Section 30(2) of the Act, 1971; supported with his affidavited-testimony below Exh. U-3 dated 12th March 2004.

15. However, it seems from the record; the applicant have not been pressed as the transfer is concerned and the prayer in this application be kindly considered; alongwith the main complaint below Ex.U-1 as per the endorsement of the learned Advocate for the complainant dated 9th July 2004.

16. Below Exh. U-4 the complainant has produced on record xerox-copies of the documents right from Sr. No.1 to 6 (running Page No. 1 to 9 thereof).

17. Below Exh. C-2 there is a "written-statement" filed on behalf of the Respondent No.1 and 2 on record on 15th March 2004; wherein it is contended that could be taken down in short as under:—

That, the contentions, averments alongwith the allegations so levelled by the complainant as against the Respondents are denied to be true.

18. Admittedly, these respondents have three units at Haji Ali, Sewri and Vashi; depending on the work available at the particular units; according to these respondents; the employees are shifted/transferred.

19. According to these respondents; presently, there has been a steep/rise at work at Vashi. Hence, the complainant was transferred to Vashi.

20. So also; it is stated that, as there has been work requiring by way of performance of laying of carpet etc. is required to be done as per the convenience of the customers to be carried out after office hours.

21. Since; the complainant did not desire to perform work after 6-30 p.m. and hence, at Vashi; the employees are required to work only after 9-30 a.m. to 6-30 p.m. and was not required to work beyond the normal working-hours.

22. According to these respondents; the complainant is in a habit of remaining away from work, without assigning any reasons. Hence, even after reporting for duty, after almost about a year from 1st October 2003, the complainant has again started his tactics of not reporting for duty; but he was only interested in litigations. Even today; as per the respondents contention the complainant did not report for work at Vashi establishment.

23. According to these respondents; the complainant has been transferred to its Vashi-establishment in terms of the exigency and for administrative reasons.

24. According to these respondents; the complainant has failed to show as to how and in what manner; the alleged unfair labour practices so invoked against these respondents on and from 23rd February 2004.

25. According to these respondents; the complaining joined as a Helper with effect from 1988 as his last drawn salary was Rs. 2,850 p.m. Further it is stated that, due to his own conduct the complainant was not reported for duty since November 2002.

26. The complainant on that count was previously warned from time to time for his absenteeism. Till today, the complainant has not sent any communication in respect of his unauthorized absentee and reserving its right to take appropriate and disciplinary action, the respondent company has allowed the complainant to resume on duty. It has never terminated the services of the complainant ; nor the complainant was restrained from reporting for duty.

27. According to the respondents; the complainant did report for duty on 1st November 2003 and thereafter the intermittent absence worked on 9th January 2004. According to the respondents further; the complainant on 9th January 2004 was issued with an order of transfer. Such order of transfers were issued due to the exigency of work at Vashi as well as due to the fact that, the complainant did not desire to work after 6-30 p.m. Hence, the respondents did requires most of the time its employees working after office hours as they have been involving in business of carpet laying, furnishing etc., which the work is required to be performed after working hours of the customers.

28. The case of the respondents further that; as the complainant did not report for work at the transferred place; but stated that, he would seek advice of the Advocate. Accordingly, on 12th January 2004, after seeking advices, the complainant issued a letter addressed to the respondents seeking service conditions and working hours; it was replied dated 12th January 2004. Further the complainant sought for railway fare for attending to Vashi, which was also replied *vide* letter dated 21st January 2004 but in spite of the same; the complainant did report at Sewri. In order to not to aggravate the situation according to the respondents; the complainant was transferred, yet was continued at Sewri and was orally instructed to report at Vashi.

29. However, According to the respondents; the complainant after 2nd February 2004 failed to report either at Vashi or at Sewri. Hence sent, a show-cause notice dated 6th February 2004. Accordingly he reported for work on 9th February 2004 at Sewri Office and forcibly continued to work as contended therein.

30. The respondents stated further that, *w.e.f.* 23rd February 2004 the complainant has not been reporting for duty did show that he was not interested in work. Hence, the complainant was not entitled to any sympathy as he failed to perform work therein.

31. Therefore, it is denied that they have engaged in any unfair labour practice so alleged by the complainant on and from 23rd February 2004 or other day.

32. However, it is admitted in respect of the complainant's employment period *i.e.* right from 1988 and his last drawn salary as of Rs. 2,850 per month. The contentions in respect of the allegation from the side of the complainant about his reporting for duty at the Sewri gate got denied to be proved. It is also denied that his services were terminated by refusing his entry/work or wages and it is denied that, the respondents terminated the services of the complainant by refusing him entry/work or wages or that the said termination is totally unjust, illegal, unfair, improper, *malafide*, arbitrary or the said act amounts to unfair labour practice as per Items 1(a), (b), (d) & (f) of Schedule IV of the Act, 1971 as alleged.

33. However, it is admitted, that the very complainant has filed Complaint (ULP) No. 493/2003 and the same is pending before the Hon'ble Labour Court at Mumbai. However, according to the respondents; at no stage the complainant was ever estopped from reporting for duty; but he himself was remaining absent. Allegation on that count is denied to be true. As sought by him; he was informed by these respondents about the terms and conditions of the transferred place. Allegation on that count is denied to be true.

34. According to these respondents; the very complainant had not reported for duty for almost one year. Allegation on that count is denied to be true.

35. Though in the Complaint (ULP) No. 493/2003 reply/written-statement on behalf of these respondents got filed but the complainant who did not desire to have a hearing expeditiously.

36. According to the respondents; the date on which its written-statement was filed in the said Complaint (ULP) No. 493/2003 before the Labour Court, Mumbai the transfer or its requirement were not intended and hence, the transfer made on 12th January 2004 could not appear in its written-statement so filed on 7th January 2004.

37. According to the respondents; the complainant after issuance of the very transfer-order; though respondents sought implemented the complainant failed and neglected to comply with the requirement. And according to these respondents; as the complainant has been working as "Helper" and tried to take advantage of wrong by claiming that, he was a "Fitter".

38. According to the respondents; though a transfer-order was issued to the complainant for Vashi; and he was required to work at Vashi ; as the transfer order was given effect from the day it has been issued. However, the complainant desires to discuss to have a amicable-settlement. The respondents did not compel the complainant to report at Vashi. Therefore, he was paid wages upto 21st December 2004 and it desires to consider adjustment of wages so paid for the period of 9th January 2004 to 21st February 2004 from the future salary and/or the legal dues payable to the complainant; since during this period the complainant has not performed any work and was sitting idle at Sewri-office. However, it is denied that, they have harassed or victimized the complainant as alleged.

39. It is admitted that, the letter dated 12th January 2004 was received by one Shri. A. R. Patil, sales Manager, the but it was replied by the respondents. It was also informed about the service conditions at Vashi and his entitlement therewith.

40. According to the respondents; the complainant was a helper working alongwith Mr. Vasant, Mr. Balu, Mr. Kisan, Mr. Ganpat etc; but he was worked as a Fitter and has been transferred as a Helper as claimed. Hence, they are not failed to be guilty for unfair labour practice so alleged against him.

41. On account of its exists business exigency as well as administrative reasons for such transfer; the complainant was transferred from Sewri to Vashi according to the respondents; he was allowed to continue at Seeri only for the reasons as stated above.

42. It is denied that, the complainant had been to his native place at Kolhapur due to his father's sickness. It is stated further that, the complainant has been in the habit of remaining absent for one reason or the other. It is specifically denied, that, the complainant was demoted or he was working as Fitter since the year 1988 or the respondents have stopped entry to the complainant or desired to victimize him.

43. And lastly it is stated that, till the date; as claimed by the complainant; the complainant has not reported for duty. Therefore, it is prayed that, the complaint be dismissed with costs.

44. It is supported with an affidavited-testimony of one Shri A. R. Patil below Exh. C-3 dated 15th March 2004. Below Exh. C-4 the list; the respondents have filed on record; xerox-copies of the documents running 2 in number. With the lists below Exh. C-5; it seems from the record, the respondents have produced on record the xerox copy of the dismissal order dated 5th January 2005 so issued to the complainant by the respondents.

45. However, it seems, that below Exh. C-5 on 31st August 2006 the Ld. Predecessor of this Court has rejected the said application and the matter proceeded further accordingly.

46. It seems from the record, that the Ld. Predecessor of this Court below Exh. O-2 on 29th March 2007 has framed in all 7 issues and the same are being answered by this Court, through its findings; of course, supported with reasons thereof as under :—

<i>Issues</i>	<i>Findings</i>
(1) Whether the complainant as framed and filed is teenable ?	Yes.
(2) Whether the complainant proves that the respondent have committed unfair labour practice under Item 3 of Schedule IV of the MRTU & PULP Act, 1971, on and from 23rd February 2004 ?	Yes.
(3) Whether the complainant proves that the respondents have committed unfair labour practice under Item 7 of Schedule IV of the MRTU & PULP Act, 1971 and from 23rd February 2004 ?	Yes.
(4) Whether the complainant proves that the respondents have committed unfair labour practice under Item 9 of Schedule IV of the MRTU & PULP Act, 1971 and from 23rd February 2004 ?	Yes.
(5) Whether the complainant proves that the respondents have committed unfair labour practice under Item 10 of Schedule IV of the MRTU & PULP Act, 1971 and from 23rd February 2004.	Yes.
(6) Whether the complainant is entitled for reliefs, prayed for ?	Yes.
(7) What order ?	As per the final order so passed today in the second session.

Reasons

47. Heard the learned Advocate Shri A. P. Kulkarni for the complainant on 13th December 2011; at length. However, the learned Advocate Shri J. V. Mhaske for the respondents has preferred to file 'written submission' on its behalf below Exh. C-15 on 16th December 2011 and highlighted the law-point on this count respectively on that behalf. The learned Advocate Shri A. P. Kulkarni has replied the same; of course, on law-point only on 16th December 2011; itself.

48. Issue No.1 to 5 :— As the Issue No.1 to 5; though separately got framed by the Ld. Predecessor below Exh. O-2 already, however, since they are intermixed and intermingled with each other; having entailed with a common-point of law. Hence, they are required to be answered in common, through the common findings; of course, supporting with reasons thereof as under.

49. It is also thought fit in order to maintain the brevity of the findings and avoidings its overlapping too; all these issues are being answered through its common findings as under :-

50. According to the learned Advocate for the complainant; though the alleged unfair labour practice at the hands of the respondents have indulge into and started right from 21st February 2004 as mentioned in the main complain itself *vide* para 2; but prior to it; it has been already started at the hands of these respondents.

51. To that effect; the learned Advocate has taken this Court through the affidavited-testimony of one Shri V. D. Moza below Exh. C-6; preceded with the 'written statement' below Exh. C-2 the respondents have filed it on record. *Vide* para 9 in the examination-in-chief itself below Exh. C-6; the learned Advocate has tried to impress this Court; with the very admission given by the said star-witness on behalf of these respondents therein. With his further submission that, admittedly; there was a termination/dismissal of the complainants service at the hands of the respondents; for which; the complainant has filed a separate Complaint (ULP) No. 493/2003 with the respective Labour Court, Mumbai on 14th October 2003 and the same is still pending with the respective Court; he submitted across the bar.

52. With the list below Exh. U-4 particularly; the documents as exhibited Exh. U-11-collectively, Exh. U-15 dated 23rd October 2003; wherein *w.e.f.* 1st November 2003 the complainant though wanted to enter the premises of the respondent-company; he was not allowed to report for duty; nor he was assigned with any work during that period. And that has been again crystallized to Exh. U-16 dated 27th October 2003 the letter-correspondence so entertained between the complainant and management of the respondents. In fact, according to the learned Advocate for the complainant; there was no business-exigency at all at its Vashi establishment, at the material time. Nor there was any enabling terms and conditions of services; transferring the complainant from one place to another; in absence of any appointment-letter so issued in favour of the complainant by the management of the respondents at any point of time. So; there was absence of terms and conditions of services with regard to transfer also.

53. In this respect; the learned Advocate for the complainant has invited the attention of this Court to para 12 of the cross examination of the respondent witness below Exh. C-6; he has admitted nearly and virtually everything as alleged against these respondents.

54. In absence of the service-conditions in writing; particularly as no appointment letter was issued in favour of the complainant by the management of the respondents; at any point of time. According to the learned Advocate for the complainant; it was simply and virtually; a *malafide*-transfer-order asking the complainant to report for work at Vashi; but again asking him to work as a "Helper" therein, which is lower post than to that of the "Fitter", with which he was earlier working at Sewri; for a considerable period. Hence, it is nothing but a demotion and thereby the respondents have indulged in unfair labour practice as per Item 3 and 9 of Schedule IV of the Act, 1971.

55. Particular by way of harassing and victimizing the complainant at the hands of the management of the respondents under the garb of the company's policy by transferring its employees from one place to another, the complainant was suffering from these vices at the hands of these respondents; thereby the respondents have indulged into an unfair labour practice as per Item 7 and 10 of Schedule IV of the Act, 1971.

56. Before he parted with his oral submission; the learned Advocate for the complainant through the compilation below Exh. U-19; he has referred to and relied upon the case-laws 4 in number right from running Page No.1 to 43. Mostly; it is the ratio in respect of unfair labour practice with regard to Item 3 of Schedule IV of the Act, 1971; particularly as a *malafide*-transfer-order; if proved, then, in the eyes of law that cannot survive; as it is *malafide*-itself. And the complaint is required to be allowed; he has concluded his oral submissions across the bar.

57. Following are the 4 case-laws; alongwith their respective proposition of law so enumerated below Exh. U-19 through the compilation.

58. It is the judgement of our Hon'ble Bombay High Court, in the matter between *Crest Communication Ltd. Ors. V/s. Ms. Sheetal Shenoy*, reported in 2001-II-CLR-1036 and the law laid down therein as under:—

“Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971 — Items 3, 9 & 10 of Schedule IV Transfer.—Respondent joined service of petitioner company on 10th November 1993 without any written appointment order—At that time petitioner had office only at Mumbai—Branch offices at Delhi and other places were opened Lateron—On 12th January 1998, petitioner transferred respondent to its Delhi office—Respondent immediately thereafter filed complaint of unfair labour practice in Industrial Court—Main ground in complaint is that transfer is *malafide* in as much as her services were not transferable in as much as when she joined service, petitioner had only one office at Mumbai—Petitioner's submission is that petitioner had inherent right to effect tranfer and that rules and regulations which provide for transfer were brought to the notice— of respondent—Industrial Court allowed the complaint and directed petitioner to allow respondent to resume duties at Mumbai—Hence this petition—after considering the entire facts and circumstances and the case law it is held as follows:— (1) The petitioner had no inherent power to transfer petitioner and there is nothing to infer that there was contract between the parties permitting transfer of respondent, (2) The Rules and Regulations do not have binding effect on the respondent since they are posterior to the date of joining service by respondent and her express consent to bind her was not obtained, (3) Transfer order is *malafide* in law and is covered by item 3 of Sch.IV of the Act, (4) It will have to be presumed that there was an agreement not to transfer respondent from Mumbai office and as much item 9 of Sch.IV was attracted and conclusion of Industrial Court is affirmed.”

59. Again , the judgement of our Hon'ble Bombay High Court, in the matter between *Group Pharmaceuticals Ltd. V/s. Blossom Godinho & Anr.*, reported in 1997 (77)-FLR-905 and the law laid down therein as under :—

“Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971—Item 3 and 9 of Sch. IV—Appointment of respondent—Made Subject to Rules made by company—working at Mumbai in sales office, a part of Marketing Division—Marketing Division Shifted to Bangalore—Asking the respondent to report at Bangalore for duty Though not *malafide*—but illegal—As the company has no power to transfer her—Thus it is unfair labour practice within Item 9 of Sch. IV of Act—No interference required.”

60. Again the judgement of our Hon'ble Bombay High Court, in the matter between *Press Trust of India Ltd. & Anr. V/s. Press Trust of India Employees Union (Western India) & Anr. reported in 2002-III- CLR-879* and the law laid down therein as under:-

“Maharashtra Recognition of Trade Unions and Preventions of Unfair Labour Practices Act, 1971—Item 3 of Sch. IV —Complaint of *malafide* transfer—One employees S. P. Iyer, who is General Secretary of respondent union is transferred by petitioner from Mumbai to Shimla—Respondent union filed complaint of unfair labour practice and claimed interim relief of stay of order—Industrial Court having allowed the interim application and hence this petition wherein preliminary contention is that complaint was not maintainable as employee Iyer has not joined the transfer posting—Following the decision in the writ petition No. 1958 of 2002 dated 9th April 2002 it is held that as action of transfer is challenged as *malafide* and an unfair labour practice, the complaint would be maintainable even before employee joining the transferred posting and the judgement in Shivaji More's case 1996 (72) FLR. 447 is to be confirmed to those cases where the transfer is a regular transfer.”

61. And lastly, the judgement of our Hon'ble Bombay High Court, in the matter between *Shamrao Chandrappa Kamble V/s. Deputy Engineer (B & C), Panchayat Samiti, Miraj, Sangli & Ors., reported in 1998 (1) LLN-473* and the law laid down therein as under :—

“Transfer—Challenge to—Petitioner, a mile mazdoor—Allegation against him of negligence of work, insolence and insubordination—Petitioner denying all allegations and submitting explanation that only because he had refused to do personal work of superiors that the report had been made against him vindictively and that his services had always been satisfactory—without enquiring into such allegations made by petitioner-employee, he was transferred—Petitioner filing complaint before industrial Court—Industrial Court passing order directing petitioner to resume his duties in the new place of posting and after a period of nine months to apply for transfer to a place convenient to him which the respondents were directed to consider favourably—Industrial Court also held that transfer was not *malafide* that there was no bar in transferring Class IV employee and that it was not necessary to issue a chargesheet against him on a writ petition against the order of Industrial Court, High Court held that it was the duty of Industrial Court to consider whether order of transfer had been made in conformity with provisions of Art. 14 of Constitution of India—Order is punitive in nature as stigmatising remarks about conduct of employee had been made without giving opportunity of hearing—Order of transfer set aside holding that it was clearly arbitrary and capricious exercise of executive power.”

62. On the other hand ; as far as these issues are concerned; the learned Advocate for the respondents Shri Mhaske through his 'written submission' below Exh. C-15 and adding with his oral submission and submitting before the Court that, as the complainant since was not interested in work and he was simply appointed for wages a 'Helper' only; as mentioned in the 'written-statement'; there was no demotion and the complainant was in the habit of remaining absent; he did not join at the transferred-place, though he was given opportunity to work therein.

63. By way of 'reply' ; the learned Advocate for the complainant; has submitted before the Court that, there was no such undertaking on behalf of the complainant for withdrawal of such order of transfer of the complainant; but it was pointed out by the learned Advocate for the respondents that, it was so, hence, the very transfer-order was later on withdrawn by the management.

64. Admittedly, at the first instance; it is to be noted by this Court that, in view of the contentions of the complainant, as well as respondents submission; it seems that the Ld. Predecessor of this Court below Exh. U-6 on 15th March 2004 has passed an appropriate order, it runs as under :—

“Perused and read the contents of undertaking regarding withdrawal of transfer-order issued by Respondent to Complainant, hence, in view of this Interim Application is disposed of and main complaint be fixed for final hearing on merits on the next date.”

65. So also, it is not in dispute, at this juncture that, the Respondent No.1 Company is having/ was having 3 different units as mentioned *vide* Exh. U-1 the main complaint Para No.3(A) (i) to (iii) on Page 2 thereof; of course, in and around Mumbai. It is also not in dispute at this juncture that, in respect of the impugned order of his termination of services by way of dismissal or otherwise dated 5th January 2005 at the hands of the management; the very complainant has impugned that order by filing Complaint (ULP) No. 493/2003 before the respective Labour Court, Mumbai; alleging unfair labour practice as per Item 1(a), (b), (d) & (f) of Schedule IV of the Act, 1971 and the same is pending as on today.

66. It is also made clear, that and not so agitated by either side at this juncture that, the interim-relief application below Exh. U-2 to the extent of order so passed below Exh. U-6 dated 15th March 2004 by the Ld. Predecessor of this Court got disposed off; as and on the count of later on withdrawal of the said transfer-order by the management so issued as against the complainant and so impugned in this matter (Exh. U-18 dated 9th January 2004). Now, within the ambit of the controversy now remains to decide the main complaint finally on merits. It is obligatory on part of this Court, to assess oral as well as documentary evidence by way of ‘material on record’ in this matter. No doubts; the initial but heavy burden of proof to prove these issues lies on the shoulder of the complainant; of course, through the cogent evidence before the Court.

67. In furtherance thereof; it seems, that the complainant herein has preferred to file his affidavited-testimony by way of examination-in-chief below Exh. U-10, dated 22nd February 2008; thereby virtually reiterating the whole of the contentions the complainant has pleaded below Exh. U-1 the main complaint and nothing more. However, in his cross, the very complainant below Exh. U-10 *vide* para 15 has admitted fairly in respect of the nature of work the Respondent No.1 company was having at the material time that, in the form of a site work in the premises of other companies/offices as the orders for such a type of work the Respondent No.1 company used to receive and the complainant; alongwith other workers used to carry it the same in the premises of other-companies; accordingly. That has been cemented by his own voluntary-deposition *vide* Para 16 on Page 18 below Exh-10; also. It is also accepted by way of his signature, the acknowledgement of two-letters issued by the respondents; through this complainant (with the list below Exh. C-4); including his order of transfer dated 9th January 2004 from Sewri to Khairane (Vashi-Navi Mumbai); which is impugned in this matter also through Para 17 below Exh. U-10 on running Page 19 thereof.

68. The complainant herein in his cross on oath before the Court below Exh. U-10 has also fairly admitted that, “there was no ‘written communication’, he has entertained with to that of the management of the respondents informing them that he was required to go his native-place, as his father was sick.

69. The material admissions comes from mouth of the complainant himself *vide* para 20 on running page 19 below Exh. U-10 “it is true to say that, after filing of this complaint also I did not report for work to Koparkhairane, Navi Mumbai-workers”. And he has shown his ignorance in the same breathing; in respect of as to whether he was absent for work during the period of 2nd February 2004 to 9th February 2004. And also shown his ignorance; in not recalling that right from 23rd February 2004 he remained away from work at all these 3 places of these respondents.

70. As against the same, it is the clinching-point to be noted at this juncture that, these respondents have examined only one witness by way of filing his affidavited testimony in lieu of examination in chief of one Shri V. D. Moza below Exh. C-6, dated 23rd March 2011. He has been designated as a “Manager” of the Respondent No.1. However, it is the most interesting to note; that has revealed by giving his candid admission *vide* para 18 on running page 10 below Exh. C-6 on oath in his cross before the Court, that when he has admitted that, “he also was not issued with any appointment letter in writing by the management of the Respondent No.1 company.”

71. That should have end the topic; if this Court takes into account other co-related-admission; this single-solitary-witness for these respondents below Exh. C-6 has given in his cross namely *vide* para 12 on running page 7; the said witness has fairly admitted that, “there was no agreement/contract amongst the management of the Respondent No.1 company; as well as the complainant Shri S. Y. Kamble authorizing thereby the management to transfer his services from one place to another on record.”

72. In respect of exigency of work; the said witness in the same breathing *vide* para 12 on running page 7 in his cross below Exh. C-6 has candidly admitted on oath before the court that, there has been no piece of documents to supports on record that, “there was a steep rise of work at Vashi-(Navi Mumbai)”. Though, in the same paragraphs *vide* para 12 particularly in cross below Exh. C-6; he has admitted that, at the material time the complainant was working at its Sewri-unit and he was having the work of supervision of all these 3-units and there were 8 workers working with the Respondent No.1-company at Sewri-unit; at the material time.

73. in respect of alleged non-performance of work by Shri Kamble, the complainant in this matter; the management has alleged in the written statement the said witness in his cross on last two lines *vide* para 12 below Exh. C-6 has admitted that, there has been nothing in writing by way of letter/memo about his work at the material time.

74. There was a system of card punching with all these 3 units; the employees were supposed to mark their attendance; through his admission below Exh. C-6 *vide* Para 13 on Page 8. Remarkably; the same witness in the same breathing with regard to the earmarked-portion *vide* para 3 in his affidavited-testimoney below Exh. C-6 on page 2; he has answered the same that, “there was nothing in writing to support his contention on that count, which adds the case of the complainant; but as against the respondents only. The very-witness in his cross *vide* para 14 on page 8 below Exh. C-6 has admitted in respect of the document at Sr. No. 3 and 4 with the list below Exh. C-4 *i.e.* the letter correspondence the complainant has addressed to the respondents; which is below Exh. U-15 and that has been duly acknowledged by one Shri Anant Patil below Exhibit 16. However, as the witness volunteers, therein; that the said employee Shri Anant Patil is no more in its employment; as on the date.

75. in respect of two different working hours at two different places; the witness in his cross *vide* para 15 on running page 9 below Exh. C-6 has admitted that, the working-hours of Shri Kamble at that time at Sewri-unit was 9-00 a.m. to 5-00 p.m. Whereas the working hours at Navi Mumbai; Where Mr. Kamble was transferred to at that time was between 9-30 a.m. to 6-30 p.m. and that letter has signed by the then employee Shri Anant Patil below Exh. U-18. Since; both the documents got duly admitted by way of endorsement to that effect with the list below Exh. C-4 (as Exh. C-11 and Exh. C-12 exhibited documents);

76. In order to show that these 3 units of the Respondent No.1 company were having common-books of accounts; including the balancesheet for the year 2003-04 as per his admission *vide* para 18 on page 10 below Exh. C-6 have not been produced on record. In addition to the same; the very fertile-admission this witness below Exh. C-6 *vide* para 19 on running page 10 has given “No personal file of Shri Kamble the complainant in this matter got maintained by the management.”

77. As averred already in the forgoing paragraphs as above in respect of the termination of the complainant's services; only the thing to be recorded by way of his admissions below Exh. C-6 *vide* para 20; there has been no document to suggest that, irrespective of Shri Kamble's transfer from Sewri to Vashi; he has admitted, that there has been no letter issued to Shri Kamble by the management stating that, even though he wanted to work at Sewri. However, fairly admitted that, the management has paid him full wages/salary upto 21st February 2004.

78. The relevant admission given by the said witness below Exh. C-6 *vide* para 21; "though there has been allegation that the complainant was working overtime-work after the regular hours". The said star-witness has admitted that there has been nothing on record in black and white; to that effect.

79. The very material admission *vide* para 22 on running page 11 below Exh. C-6 in his cross the star-witness for the respondents has given last 3 lines on running page 11, the Court quotes the same, "it is true to say that, the management is having nothing on record to show that, the management was authorized to transfer his services from one place to another."

80. The Court has perused the documents with the list below Exh. U-4 the complainant has produced on record namely Exh. U-12 collectively (1 to 6) *i.e.* the latter dated 17th October 2003 the management has issued addressed to the complainant alleging that, the complainant Shri Kamble did not report for work though he has applied for leave right from 4th October 2009 to 22nd October 2009 which was already sanctioned; but did not report on duty on 23rd October 2009 till receipt of his letter dated 27th September 2003 and further clarifying the position that, the services of Shri Kamble the complainant have never been terminated by the management at any point of time, he may report for his duty if he so desires that has been repeated *vide* para 5 in the said letter itself. Then the Court has perused the letter correspondence between the management and the complainant below Exh. U-15 to Exh. U17 (the same list below Exh. U-4).

81. As already averred; while scanning the oral evidence that, with the list below Exh. C-4, the Court has gone through the letter correspondence between the management and the complainant dated 14th January 2004 (Exh. C-11) and 21st January 2004 (C-12); regarding the service terms and conditions of employment remained the same ; as mentioned therein.

82. From the aforeasid material on record; inclusive of both oral as well as documentary evidence; it is reveled therefrom that, more particularly there has been no letter of appointment in writing issued by the management in favour of the complainant at any point of time much less any contract/agreement in writing authorizing the management of the Respondent No.1 company to effect/issue a transfer order directing the complainant to work at the transferred place from Sewri to Vashi (Navi Mumbai) as the case be so impugned in this matter. there is no piece of documentary evidence to support the case of the management on that count. In addition to; it has been duly corroborated and substantiated the cae of the complainant on the very ground of numerous and vital admissions so given by the only one star witness on behalf of the respodents below Exh. C-6 in his cross so narrated as above; which directly and indirectly supports the case of the complainant to that effect to a major extent.

83. Therefore, on the strength of material on record and in the light of the law so laid down by our Hon'ble Bombay High Court (*Supra: 2001-II-CLR-1036*) and the ratio laid down therein does squarely apply to the facts and circumstances as emerged in this matter. In addition to; with regard to exigency of work absolutely there is no iota of oral as well as documentry evidence; but except the very admission given by the star witness of the respondents in his cross, which helped the complainant in proving that case on this count. Thereby in *toto* cumulatively; which give rise to this Court to hold that, the impugned order of his transfer though admittedly later on got withdrawn

as per Exh. U-6 order so passed by the Ld. Predecessor of this Court on 15th March 2004 at the material time, the services of the complainant could not have been transferred without any power to that effect in writing in favour of the management of the Respondent No.1 company. Hence, it could be dubbed as a *malafide* order of transfer. The transfer of services of the complainant Shri Kamble from its Sewri unit to Koparkhairane (Vashi-New Mumbai) *vide* order dated 9th January 2004 *w.e.f.* 12th January 2004 (below Exh. U-18) with the list below U-4 is definitely worth to be labelled as a '*malafide*'-order of transfer. And hence; it is further held; of course, on the strength of material on record that, the management of the Respondent No.1 has indulged into an unfair labour practice within the meaning of Item 3 of Schedule IV of the Act, 1971.

84. With regard to the Issue No.1; it is not necessary for this Court, at this juncture to answer that issue in the sense and in the backdrop of the specific speaking order so passed by the Ld. Predecessor of this Court below Exh. C-5 on 31st August 2007; by rejecting the said application seeking dismissal of the very complaint so filed below Exh. U-1. Hence, both on facts and in the eyes of law; the complaint so filed below Exh. U-1 as against the respondents for unfair labour practice under the Act, 1971; is very well maintainable. Thus, the Issue, No.1 stands answered in the words as stated above.

85. While answering the Issue No.2; it is worthwhile to answer the Issue No.4 simultaneously; that for want of iota of documentary evidence authorizing the management of the Respondent No.1 in the form of its own-certified-standing order or having its own terms and conditions of employment of its employees; much less non-issuance of the appointment-letter in favour of the complainant by the management at any point time during his service period. In order words; it is an unfair labour practice as per item 9 of Schedule IV of the Act, 1971; coupled with an unfair labour practice as per Item 3 of Schedule IV of the Act, 1971; respondents have committed as against the complainant. And that has been proved by the complainant as against these respondents; of course, through the cogent evidence before the Court. Thus, the Issue No.2 and 4 are answered; of course, in the 'Affirmative' for the reasons and as discussed above.

86. With regard to Issue No.3 and 5; from the side of the complainant; it has not been brought on record as to what type of work/nature of work as he was carrying out, prior to date of his impugned order of transfer allegedly in the capacity as a "Fitter" and later on demoted to that of "Helper" on the count of his transfer from Sewri to Vashi. On this score; the complainant has not effectively and sufficiently proved through the cogent evidence before the Court.

87. However, a mention is required to made herein by this Court in all solemnity that, the management of the Respondent No.1 has all the while made the complainant to run away from work by way of indirect harassment is not allowing him to report for duty and assign him work; but later on; paying him wages most probably on account of persuasive and cogent, positive efforts the complainant was having consistently as against the respondents; of course, with the help of his learned Advocate on record; much less a negative attitude in writing some aspersions uncalled for got levelled by the management as against the complainant's Learned Advocate on record, which requires to be thrashed out. Since; anybody any litigant; including the complainant is ever at liberty to take legal advice and act upon it; of course, within the framework of law, which is always permissible. Hence, on this score; the management of the Respondent No.1 is o be deprecated with high words.

88. Thus, the Issue No.1 to 5 are accordingly answered; as the complainant has successively proved particulalry ; the issue No. 2 and 4 through the cogent evidence before the Court. And the management has found it completely unable to topple down and erase the case of the complainant; but by way of virtual complete-admission on part of the respondents; through its single solitary witness below Exh. C-6, who admitted virtually the case of the complainant in *toto* and taken the stone on its own feet by their own-act only. Thus, these issues are required to be answered in the affirmative; accordingly.

89. *Issue No.6 and 7.*— Predominantly and in the premised of the affirmative finding the Court has given to the Issue No.1 to 5 ; particularly Issue No.2 and 4 in the forgoing paragraphs of this judgement as above; the complainant is entitled to be granted with the relief, he has claimed by taking into consideration the pendency of the Complaint ULP matter in respect of his impugned order of dismissal *i.e.* the complaint (ULP) No. 493/2003 with the respective 10th Labour Court, Mumbai since pending; this court cannot give any finding and pass any remark; but the prayer so made by the complainant below Exh. U-1 *vide* para 9 (a) and (b) including (c) are required to be allowed to that extent; there by declaring that, the management of the Respondent No.1 and 2 have engaged into an unfair labour practice within the meaning of Items 3 and 9 of Schedule IV of the Act, 1971. So also, the impugned order of transfer of the complainant services dated 9th January 2004 below Exh. U-18 *w.e.f.* 12th January 2004 is required to be quashed and set aside.

90. Since; the intervening-period wages have already been paid in favour of the complainant by the management of the respondents; as averred to already in forgoing paragraphs of this judgement; the Issue No.6 and 7 are accordingly answered; of course, through the affirmative findings as above.

91. Before this Court part with this judgement; it would be in the fitness of things; by taking into consideration the perculiarity of set of facts and circumstances so arose in this matter; it would not be anything wrong for this Court, to impose the respondents with the token-cost of Rs. 5, 000 Out of which; an amount Rs. 3, 000 is to be paid to the complainant and the remaining amount is to be credited to the Government Account respectively, for the lethargic approach and attitude the management of the respondents has shown as against the complainant throughout this considerable priod of litigation in this matter. Thus, finally the Court propose to pass the following final order; which would meet the ends of justice, equity and good conscience :—

Order

(1) The complaint (ULP) No. 141/2004 below Exh. U-1 stands allowed, of course, subject to token-cost of Rs. 5, 000 to be deposited by the management of the Respondent No.1 and 2 with the office of this Court; within a month from today.

(2) It is hereby declared that, the respondents have indulged into an unfair labour practice within the meaning of Items 3, 7, 9 and 10 of Schedule IV of the Act, 1971.

(3) The very order of transfer dated 9th January 2004 *w.e.f.* 12th January 2004 is hereby quashed and set aside.

(4) Out of the taken-cost of Rs. 5,000, an amount of Rs. 3, 000 is to be paid to the complainant and the remaining amount is to be creadited to the Government account respectively.

S. K. SHALGAONKAR,

Judge,

Employees Insurance Court, Mumbai.

Place : Mumbai,

Date : 17th December 2011.

Sd/-

I/c. Registrar,

Industrial Court, Mumbai,

dated 3rd January 2012.

INDUSTRIAL COURT, MAHARASHTRA, MUMBAI

BEFORE SHRI S. K. SHALGAONKAR, MEMBER

CRIM. REVISION APPLICATION (ULP) No. 8 OF 2010 IN MISC. CRIMINAL COMPLAINT (ULP) No. 6 of 2010.—(1) M/s. Permanent Magnets Limited, Plot No. B-2/3, Mira, MIDC Industrial Area, Mira Road, Thane 401 104, (2) Mr. Shamsundar Taparia, Director, M/s. Permanent Magnets Limited, Plot No. B-2/3, Mira, MIDC Industrial Area, Mira Road, Thane 401 104, (3) Mr. Sharad Taparia, Managing Director, M/s. Permanent Magnets Limited, Plot No. B-2/3, Mira MIDC Industrial Area, Mira Road, Thane 401 104, (4) Mr. K. B. Bhat, General Manager, M/s. Permanent Magnets Limited, Plot No. B-2/3, Mira MIDC Industrial Area, Mira Road, Thane 401 104—*Applicant (Original Accused)*—*Versus*—Mr. B. K. Arora, C-8, New Dahisar Apartment, Hamishankar Joshi Road, Dahisar (E.), Mumbai 400 068.—*Respondent (Original Complainant)*.

In the matter of revision application under section 44 of the MRTU and PULP Act, 1971 against the order dated 26th July 2010 passed by the Judge, 5th Labour Court, Mumbai being in charge of the Judge, 4th Labour Court, Mumbai below Exhibit U-1 in Complaint (ULP) No. 6/2010.

Coram.— Shri S. K. Shalgaonkar, Member.

APPEARANCES.— Shri J. B. Sawant, Advocate for the applicants.

Shri B. D. Naik, Advocate for the respondent.

Judgement

(Dictated and delivered in open Court on 4th October 2011)

1. The Criminal Revision Application (ULP) No. 8/2010 below Exhibit C-1 filed by the Applicant No. 1 to 4 as against the respondent(original complainant) so named in the caption below Exhibit C-1 thereof got filed it on record on 24th August 2010 under the provision of section 44 of the MRTU and PULP Act, 1971 (hereinafter referred to as the Act, 1971). Thereby impugning the very order of issue process passed by Ld. Judge, 5th Labour Court, Mumbai in the original Misc. Criminal Complaint (ULP) No. 6/2010, dated 26th July 2010; which is under challenged in this revision application at the hands of these applicants; wherein it is contended that would be taken down in brief as under :—

Annexure 'A' so appended to this revision application below Exhibit C-1 is the very order so passed by the Ld. Judge, 4th Labour Court, below Exhibit O-1 in the Misc. Criminal Complaint (ULP) No. 6/2010 on the grounds that, there has been serious irregularly and illegality committed by the Ld. Trial Judge, which is impugned in this revision application.

2. The Ld. Judge, 5th Labour Court, holding the charge of 4th Labour Court has passed the said order dated 26th June 2010 below Exhibit O-1 and thereby intending to subject these applicants to face the trial despite the fact that the very complaint is not maintainable on some of the grounds so mentioned therein.

3. That, the Ld. Judge has failed and ignored to appreciate that the, so-called notice so issued dated 1st April 2010 addressed to the applicant. Though the applicants original accused filed their reply below Exhibit C-2 on 17th August 2010 raising an objection that the very complaint was not maintainable and is liable to be dismissed with cost on the following grounds :—

(a) *In fact, the original complainant has been retired from the services by way of his superannuation on 31st October 2001 and was no more employees of the alleged accused.*

(b) *In fact the alleged accused have obeyed and complied with the order dated 12th March 2007 passed by the Hon'ble Industrial Court in Complaint (ULP) No. 1020/1998 whereas the complainant (original workman had also received the amount due to him as per the order on or about 24th October 2007.*

(c) *In fact, the original complainant was not an 'employee' within the meaning of Section 2(e) of the Act, 1971.*

(d) *The original complainant had already held Complaint (ULP) No. 524/2008 with the Industrial Court for the same relief thereby he was abusing the process of law.*

(e) *The very complaint was not filed within a period of one year, hence, it is barred by limitation.*

(f) *The point of limitation so provided under Section 48(1) of the Act, 1971 is provided to the extent of three months imprisonment or fine which may be extended to Rs. 5000 as per the provisions of the CRPC concerned so applicable therewith. More particularly as per Section 486 of the CRPC the period of limitation would be one year.*

(g) *As against the very order; the present complaint was filed on 15th January 2010 which was belated one and the same liable to be dismissed on the ground of delay one.*

(h) *The Ld. Judge of the respective Trial Court has not appreciated the point of objection so raised vide its reply below Exhibit C-2 dated 17th August 2010 in respect of very maintainability since already similar issues have been commenced and the very impugned order dated 26th July 2010 is totally erroneous and illegal.*

4. Therefore, it is lastly prayed that, the Crim. Revision Application (ULP) so filed below Exh.C-1 by these applicants be allowed and thereby the very order so passed in the original Misc. Criminal Complaint (ULP) No. 6/2010 dated 26th July 2010 be quashed and set aside.

5. Below Exh.C-2 there is an impugned-order *vide* Annexure 'A' so passed by the Ld. Trial Judge in the Misc. Criminal Complaint (ULP) No.6/2010 dated 26th July 2010 *i.e.* Issue of process against the accused.

6. It seems from the record below Exh.C-5 there is an order so passed in the 'application for says' by this Court on 22nd February 2011. It is supported with an affidavit below Exh.C-6. Below Exh.C-10 the xerox copies of the documents so filed on record by the applicants with this list right from running Page No.1 to 35 with the document at Sr. No.1 to 4 with the respective dates got filed on record by these applicants.

7. Then, below Exh.C-11 the documents got filed on behalf of the applicants with this list on 19th July 2011 *i.e.* the xerox-copy in respect of the Complaint (ULP) No.524/2008 filed by the original complainant with the Industrial Court, Mumbai concerned right from page No.1 to 10 through its xerox-from; respectively.

8. Below Exh.C-11 'A' the applicants have filed on record with this list today itself in first-session the documents through its xerox-from *i.e.* the letter dated 22nd January 2007 as well as 26th February 2008 with the subsistence allowance break-up with Page No.1 to 5 in its record.

9. Below Exh.U-2 the opponent (original-complainant) has filed his appearance as well as say opposing the applicants but without any formal say on record with the prayer that, he be heard in this matter through his learned Advocate on record.

10. Therefore, on the basis on the rival contentions so pleaded by the applicant only below Exhibit C-1; the following two issues are being framed by this Court and they are being answered, through its findings, of course, supported with the reasons thereof are as under :—

Issue :—

- (1) Do applications prove that, Crim. Revision Application (ULP) No. 8/2010 below Exhibit C-1 so filed under Section 44 of the Act, 1971 is deserved to be allowed?
- (2) What is the final order ?

Findings :—

- (1) Yes.
- (2) As per the final order so passed today in the second-session.

Reasons

11. Heard the learned Advocate Shri J. P. Sawant for the applicants as well as the learned Advocate Shri B. D. Naik for the Opponent No. 1 *i. e.* the original complainant respectively today in the morning-session at length.

12. *Issue No. 1 and 2.*—The learned Advocate for the applicants has submitted before the Court that, the very criminal complaint so filed is itself time barred and on that count; it was required to be dismissed on that ground alone. But since it has not been done the documents he has filed it on record with the list below Exhibit C-10 the Ld. Trial Judge has ignored the factum of the another matter the original complainant himself has filed and pending before the Hon'ble Industrial Court concerned for the same type of relief in that matter. Then, he has read over the documents; of course, in the xerox-form particularly Page No. 9, 10 and 24 wherein the direction was given to the original respondents (now the applicants) to pay him the difference in a full wages from 5th November 1998 *i.e.* the date of his suspension till the date of his superannuation *i.e.* 31st October 2001 and the operative-part of the order he has read over to this Court on the very Page No. 19 (running Page No. 24).

13. Though, in fact a show-cause notice was issued on running page No. 31 dated 1st April 2010 returnable on 26th April 2010 through which the present applicant (original respondent accused) has filed reply below Exhibit C-2 therein in the original Misc. Complaint (ULP) No. 6/2010 on running Page No. 32 giving and raising number of objection including the original complainant, who had retired already by reaching his superannuation on 31st October 2001; similarly the order was strictly obeyed and got complied with so passed in the original Complaint (ULP) No. 1020/1998 dated 12th march 2007 by these respondents *i.e.* the accused on or about 24th October 2007 and certain other points including filing of the similar type complaint *i.e.* Complaint (ULP) No. 534/2008 for similar type of relief. Hence, the very complaint was not maintainable; nor he was entitled to any relief.

14. The Court has also perused the documents; the learned Advocate for the applicant below Exhibit C-11 has produced it on record *i.e.* the letter dated 22nd November 2007 addressed to the learned Advocate Mr. Arshad Shaikh; in respect of compliance of the very order dated 12th January 2007 so passed in the original Complaint (ULP) No. 1020/1998; at the hands of the respondents (company) and addressed it; alongwith cheques dated 24th October 2007 of an amount of Rs. 9,320 thereof. The Court has also found that, Mr. Arora, the complainant has received the same on 4th December 2007 itself the amount so displayed under the heading of 'subsistence allowance', right from November, 1993 to May, 1993 and the total amount is the part and parcel of the said letter dated 22nd January 2007.

15. Then, the learned Advocate for the applicants through the compilation below Exhibit C-12 dated 4th October 2011 have taken shelter of the judgment of our Hon'ble Bombay High Court, in the matter between *Tops Security Ltd., Anr. V/s. S. R. Aspingekar, Inspector, Security Guard Board for Greater Mumbai and Thane, Director and Anr. reported in 2010-III-CLR-646* and the law laid down are as under :—

“Maharashtra Private Security Guards (Regulation of Employment and welfare) Act, 1981-Ss.2(3), 3, 27-Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002-Clause 26(2), 26(4), 26(5), 26(9), 42(2)- Criminal Procedure Code, 1973-S. 482-Criminal offence-Liability of petitioners-Challenge (i) to issue of process in Criminal Complaint filed by respondent No. 1 against petitioners and (ii) Dismissal of the Revision Application filed by the petitioners-Held that (i) in case of Proprietor, Manager, Secretary or any other officer, to fasten the liability for criminal offence committed by employer-agency, prosecution has to establish that (a) alleged offence is committed with consent of proprietor etc. (b) or with connivance of the proprietor etc., or (c) It is attributable to any neglect on the part of proprietor, etc; (ii) there is no allegation against petitioner No. 2 on these lines-Merely because petitioner No. 2 is the managing Director and is in charge and in ultimate control of the affairs of the petitioner No. 1, is not the reason to make him liable for the offence punishable against petitioner No. 1 (iii) to permit such a complaint to proceed, would amount to be an abuse of the process of law; (iv) Learned magistrate erred in issuing process against the petitioner No. 2 and learned Revisional Court erred in dismissing his revision application.”

16. On the other hand; the learned Advocate Shri Naik for the Opponent No. 1 (original-complainant) has submitted before the Court that, the provision of limitation does not apply to such type of criminal case wherein the cause of action is recurring and continuous one till the payment is actually made in obedience of the valid and proper order of the Competent Court of Law if it continues till that moment. In support of his oral submissions; he took shelter through the compilation below Exhibit U-4 the judgment of our Hon'ble Bombay High Court, in the matter between *Satish J. Mehta and Ors. v/s. The State of Maharashtra And Anr., reported in 1991-II-CLR-547* and the law laid down therein as under :—

“That writ petition is maintainable as no appeal under the Act lies against an order of issue of process and that S. 44 of the Act is merely enabling power and not a remedy for the party.”

17. Then, he also took shelter of series of case-laws of the said compilation below Exhibit U-4 they are as under :—

18. It is the judgment of the Hon'ble Supreme Court of India, in the matter between *Adalat Prasad v/s. Rooplal Jindal and Ors., reported in AIR-2004-SC-4674* and the law down therein as under :—

“Criminal P.C. (2 of 1974), Ss. 204, 203-Cognisance of offence-Issuance of summons-Recalling of by Magistrate-Is without jurisdiction since review of order is not contemplated in Cr. P.C.-Remedy to accused lies in invoking S. 482, Cr.P.C.”

19. And other 2 judgments at Sr. No. 3 and 4 are unreported of the Hon'ble Industrial Court, Mumbai in the respective matter and lastly at Sr. No. 5 it is the judgment of our High Court, in the matter between *Akhil Maharashtra Kamgar Union v/s. Warden and Co. Ltd. and Ors., reported in 1996-I-CLR-212*; it is in respect of the law laid down therein on the point of limitation as per Section 28 with due respect it is not on the law point so arose in this original Criminal Complaint (ULP) No. 6/2010 since it was filed under Section 48(1) of the Act, 1971 on the different subject.

20. It is very interesting to note, at this juncture that, the very compliance of the order so passed; which was alleged to have been disobeyed by the original-complainant at the hands of the original respondents in the original Complaint (ULP) No. 1020/1998 dated 12th March 2007 has been fully complied with in its 'letter and spirit'. And that has reflected in the documents below Exhibit C-11A dated 22nd November 2007 on the letterhead of the original respondent-company (now the applicants) and that has been also endorsed to by the original complainant Shri Arora on 4th December 2007 on the very letter itself dated 22nd November 2007 (Exhibit C-11A the list so produced and filed on record by the applicants (original respondent company in this matter). It all does not give any premium to the opponent to say that, there was any disobedience of the order in its 'letter and spirit'; at the hands of the alleged accused-company.

21. Similarly, it is very *fatal* for the original-complainant; to agitate and sought the same relief by filing another Complaint (ULP) No. 524/2008 before the respective Industrial Court. Mumbai; which is more or less for the same subject and amounting to for the same identical relief; that could have been averted to. As it was for the respective-litigant to have his choice as counseled by his Ld. Advocate on record; with the proper forum of law. Instead of seeking the same relief in terms of filing criminal complaint under section 48(1) of the Act, 1971; that could be dubbed as pressurizing activities; amounting to nothing but; abusing the process of law against the alleged-defaulter; as the case be. It is not fair and equitable on part of the original complainant; nor the Opponent No. 1 in criminal petition to do so and the same is reflected *i.e.* the pendency of Complaint (ULP) No. 524/2008.

22. The Court has got a sum and substance in the oral submission of the Ld. Advocate Shri Sawant for the applicant that, particularly as per Section 468 of the CRPC 1973; the period of limitation is of one year only; from the date of cause of action so taken place as provided therein; more particularly, Section 468(1) (b) of the Act, 1973; read with section 48(1) of the Act, 1971.

23. However, as the recurring of monetary gains can be said to be a recurring cause of action, continuous one from time to time; till it is recovered has taken care of as far as Complaint (ULP) No. 524/2008 so filed by the same complainant (original-complainant/now the opponent No. 1) for the alleged ULP as per Item 9 of Schedule IV of the Act 1971 to that extent only. And not as far as Misc. Criminal Complaint (ULP) No. 6/2010 filed under Section 48 of the Act, 1971; at all. Therefore, it shows that, the Ld. Judge of the Trial Court, Mumbai has not taken into account all these material aspects; both on facts and law; but also; it is seen that the order dated 26th July 2006 so passed in the Misc. Criminal Complaint (ULP) No. 6/2010 that under what Section particularly of the Act, 1971; the process has been issued as against the alleged accused; returnable on 17th August 2010 has not been mentioned therein at all. Hence, for all the aforesaid reasons; the very order so passed by the Ld. Trial Judge below Exhibit U-1 in the Misc. Criminal Complaint (ULP) No. 6/2010 dated 26th July 2010 so impugned in this Revision-application; is on the very face of the same is patently illegal; nor maintainable and erroneous in nature too; and the same is liable to be quashed.

24. As far as interference at the hands of this Court under Section 44 of the Act, 1971 is concerned; when the order is found to be totally illegal and erroneous too; then here in this matter it is highly warranted on this count; the very order is required to be dubbed as illegal and erroneous one by interfering at the hands of this Court as per Section 44 of the Act, 1971. Therein in toto cumulatively all these things do allow this Court to come to the conclusion that, the law propounded by our Hon'ble Bombay High Court (*supra* : 1991-II-CLR-547); with due respect does not allow the Opponent No. 1 to take benefit of the same. Since in the given facts and circumstances; they are not identical to that of those facts and circumstances; which are in the said reported case-law; but they are different one.

25. The yardsticks and guiding principles; while issuing process of law as against the alleged accused; so laid down by our Hon'ble Bombay High Court in its judgment (supra : 2010-II-CLR-646); has not been totally followed; but ignored by the Ld. Trial Judge; while passing the said impugned order dated 26th July 2010. Therefore, in the light of the said proposition of law; which applies in toto to the facts and circumstances arose in this matter; gives a benefit and it aids and assists in favour of the applicants; which enable this Court to allow the revision-application below Exhibit C-1 so filed under Section 44 of the Act, 1971.

26. For the all these aforesaid reasons; the Issue No.1 and 2 are required to be answered in the 'Affirmative'; by allowing this Court to pass the following final order; which would meet the ends of justice, equity and good conscience.

Order

(1) The Criminal Revision Application (ULP) No. 8/2010 so filed below Exhibit C-1 under Section 44 of the Act, 1971; impugning the very order of 'issue process' so filed in Criminal Complaint (ULP) No. 6/2001 dated 26th July 2010 stands allowed; of course, with no order as to costs.

(2) The very order dated 26th July 2010 so passed in the original Criminal Complaint (ULP) No. 6/2010 by the Ld. Judge 5th Labour Court, incharge of the then 4th Labour Court, Mumbai; stands quashed and set aside.

Mumbai,
Dated 4th October 2011.

S. K. SHALGAONKAR,
Member,
Industrial Court, Maharashtra,
Mumbai.

Sd/-
I/c. Register
Industrial Court, Maharashtra,
Mumbai.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. के. बी. वाघ, न्यायाधीश, ६ वे कामगार न्यायालय, मुंबई यांचा दिनांक २८ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १३७.—श्री. के. बी. वाघ, न्यायाधीश, ६ वे कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक २८ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २४ डिसेंबर २०११ ते दिनांक २७ डिसेंबर २०११ पर्यंतची ४ दिवसांची वाढीव अर्जित रजा, रजेच्या मागे दिनांक ८ डिसेंबर २०११ ते २३ डिसेंबर २०११ च्या अर्जित रजेला जोडून मंजूर करण्यात येत आहे.

श्री. के. बी. वाघ न्यायाधीश, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, ६ वे कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. के. बी. वाघ हे न्यायाधीश, ६ वे कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. दि. बा. उन्हाळे, अपर प्रबंधक, औद्योगिक न्यायालय, मुंबई यांचा दिनांक २ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १३८.—श्री. दि. बा. उन्हाळे, अपर प्रबंधक, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक २ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २९ डिसेंबर २०११ ते ३१ डिसेंबर २०११ पर्यंत ३ दिवसांची परिवर्तीत रजा, रजेच्या पुढे दिनांक १ जानेवारी २०१२ रोजीची सुट्टी जोडून मंजूर करण्यात आली आहे.

श्री. दि. बा. उन्हाळे हे रजेवर गेले नसते तर त्यांची अपर प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. दि. बा. उन्हाळे अपर प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

अध्यक्ष,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. डी. एच. देशमुख, प्रशासकीय सदस्य, औद्योगिक न्यायालय, ठाणे यांचा दिनांक २ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १४०.—श्री. डी. एच. देशमुख, प्रशासकीय सदस्य, औद्योगिक न्यायालय, ठाणे यांना त्यांच्या दिनांक २ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ३ जानेवारी २०१२ ते ५ जानेवारी २०१२ पर्यंत एकूण ३ दिवसांची अर्जित रजा मंजूर करण्यात आली आहे.

श्री. डी. एच. देशमुख, प्रशासकीय सदस्य हे रजेवर गेले नसते तर त्यांची प्रशासकीय सदस्य, औद्योगिक न्यायालय, ठाणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. एच. देशमुख, प्रशासकीय सदस्य, औद्योगिक न्यायालय, ठाणे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. जी. एल. मसंद, न्यायाधीश, कामगार न्यायालय, धुळे यांचा दिनांक २१ नोव्हेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १५५.—श्री. जी. एल. मसंद, न्यायाधीश, कामगार न्यायालय, धुळे यांना त्यांच्या दिनांक २१ नोव्हेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १४ नोव्हेंबर २०११ ते दिनांक १६ नोव्हेंबर २०११ पर्यंत एकूण ३ दिवसांची परिवर्तीत रजा, रजेच्या मागे दिनांक १२ नोव्हेंबर २०११ व १३ नोव्हेंबर २०११ हे सुट्ट्यांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. जी. एल. मसंद हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, धुळे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. जी. एल. मसंद हे न्यायाधीश, कामगार न्यायालय, धुळे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. जी. एल. मसंद, न्यायाधीश, कामगार न्यायालय, धुळे यांचा दिनांक २२ नोव्हेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १५६.—श्री. जी. एल. मसंद, न्यायाधीश, कामगार न्यायालय, धुळे यांना त्यांच्या दिनांक २२ नोव्हेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २८ नोव्हेंबर २०११ ते दिनांक ३० नोव्हेंबर २०११ पर्यंत एकूण ३ दिवसांची अर्जित रजा मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. जी. एल. मसंद हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, धुळे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. जी. एल. मसंद हे न्यायाधीश, कामगार न्यायालय, धुळे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्रीमती एस. पी. वैद्य, सदस्य, औद्योगिक न्यायालय, पुणे यांचा दिनांक २२ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १५८.—श्रीमती एस. पी. वैद्य, सदस्य, औद्योगिक न्यायालय, पुणे यांना त्यांच्या दिनांक २२ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १३ डिसेंबर २०११ ते २१ डिसेंबर २०११ पर्यंत एकूण ९ दिवसांची परिवर्तीत रजा मंजूर करण्यात आली आहे.

श्रीमती एस. पी. वैद्य ह्या रजेवर गेल्या नसत्या तर त्यांची सदस्य, औद्योगिक न्यायालय, पुणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती एस. पी. वैद्य ह्या सदस्य, औद्योगिक न्यायालय, पुणे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

IN THE INDUSTRIAL COURT MAHARASHTRA AT PUNE

APPLICATION (MRTU) No. 18/2011

Kalyani Sharp Employees Union,

C/o. Sharp India Limited,

At Post - Koregaon Bhima,

Tal. Shirur, Dist. Pune 412 216

— *Applicant.*

V/s.

M/s. Sharp India Limited,

At and Post: Koregaon Bhima,

Tal. Shirur, Dist. Pune 412 216

— *Non Applicant*

CORAM.— M. G. Choudhary, Member.

Appearances.— Shri V. N. Jadhav, Adv. for Applicant.

Shri R. Y. Joshi, Adv. for Non Applicant.

ORAL JUDGMENT

The applicant union has filed this application for grant of recognition to its union in Non Applicant undertaking. The case of the applicant in short is that,

(2) According to the applicant, it is a registered trade union registered under the Trade Unions Act, 1927 having registration No. PN 2298 which is Dated 3rd April 1991. According to the applicant, the applicant union has office bearer elected on 18th June 2011, their names are mentioned in the application Exh. U-1. According to the applicant, the applicant has 100% membership in the Non Applicant undertaking of the employees. According to the applicant, it's executive of the applicant union met on the dates for meeting mentioned in the application. According to the applicant, the constitution of the union provides for the matter mentioned in Sec. 19 of the MRTU AND PULP ACT, and also their Accounts were verified and audited by M/s. Krishna Rawas and Associates, Pune a Chartered Accountant. Thus, according to the applicant, their union has complied the requirement of Sec. 11 and 19 of the MRTU AND PULP ACT and lastly requested to allow the application.

3. The applicant union has submitted documents with list Exh. U-6 and also filed the Affidavit of their witness Shri Satish Eknath Chavan, at Exh. UW-1 in which the witness of the applicant has reiterated the same thing as per stand of the applicant in application Exh. U-1. The notice of this application was served upon the Non Applicant undertaking and accordingly Non Applicant company appeared through Advocate and filed written say at Exh.C-2 and also filed Affidavit at Exh. C-3 and informed this court that they have displaced the notice of this court on the Notice Board of the company in marathi and hindi and also stated that Non Applicant company has no objection if this court grant recognition to the applicant union on full satisfaction of compliance of Sec. 11 and 19 of the MRTU AND PULP ACT. The Advocate for Non Applicant undertaking endorsed on the Affidavit at Exh. UA-1 that Non Applicant does not wish to cross-examine the witness and does not wish to lead evidence in the matter. I have heard the argument of both the parties.

4. From the application Exh. U-1 supported by Affidavit Exh. UW-1 and documents as per list Exh. U-6 and U-7, I find that the applicant union has complied the requirement of Sec. 11 and 19 of the MRTU AND PULP ACT and except the applicant union nobody has come forward to

contest the claim of the applicant, under these circumstances the Affidavit evidence of the witness of the applicant union has gone unchallenged and I hold that the applicant union is entitled to be recognised union as per the provisions of MRTU AND PULP ACT for Non applicant undertaking, in view of this it is clear that the application is liable to be allowed hence, I pass the following Order :—

Order

(1) The Application (MRTU) No. 18/2011 is allowed.

(2) It is hereby declared that the applicant union is recognised union as per the provisions of MRTU AND PULP ACT for Non Applicant undertaking.

(3) The Assistant Registrar of this court is directed to .issue Certificate of recognition to applicant union for Non Applicant undertaking as per rules.

(4) This Order be published as per Section-17 of the MRTU AND PULP ACT.

(5) No Order as to costs.

Pune,
dated 21st January 2012.

M. G. CHOUDHARY,
Member, Industrial Court, Maharashtra,
Pune.

(S/d).....
Assistant Registrar,
Industrial Court, Maharashtra, Pune.
PMT Building, Swargate, Pune.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. डी. डी. कांबळे, न्यायाधीश, कामगार न्यायालय, पुणे यांचा दिनांक २ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १५९.—श्री. डी. डी. कांबळे, न्यायाधीश, कामगार न्यायालय, पुणे यांना त्यांच्या दिनांक २ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १३ ऑक्टोबर २०११ ते दिनांक १४ ऑक्टोबर २०११ पर्यंत (दोन्ही दिवस जोडून) एकूण २ दिवसांची अर्जित रजा मंजूर करण्यात येत आहे.

श्री. डी. डी. कांबळे हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, पुणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. डी. कांबळे, न्यायाधीश, कामगार न्यायालय, पुणे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. के. आर. देवसरकर, सदस्य, औद्योगिक न्यायालय, अमरावती यांचा दिनांक २ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १६०.—श्री. के. आर. देवसरकर, सदस्य, औद्योगिक न्यायालय, अमरावती यांना त्यांच्या दिनांक २ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ४ जानेवारी २०१२ ते ७ जानेवारी २०१२ पर्यंत एकूण ४ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक ८ जानेवारी २०१२ हा सुट्टीचा दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. के. आर. देवसरकर, सदस्य हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, अमरावती या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. के. आर. देवसरकर, सदस्य, औद्योगिक न्यायालय, अमरावती या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. एस. एम. भोसले, न्यायाधीश, कामगार न्यायालय, अमरावती यांचा दिनांक २ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १६१.—श्री. एस. एम. भोसले, न्यायाधीश, कामगार न्यायालय, अमरावती यांना त्यांच्या दिनांक २ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ३ जानेवारी २०१२ ते दिनांक ४ जानेवारी २०१२ पर्यंत (दोन्ही दिवस जोडून) एकूण २ दिवसांची अर्जित रजा मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. एस. एम. भोसले, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, अमरावती या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एस. एम. भोसले, न्यायाधीश, कामगार न्यायालय, अमरावती या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. एस. एम. मेनजोगे, न्यायाधीश, कामगार न्यायालय, वर्धा यांचा दिनांक २९ नोव्हेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १६२.—श्री. एस. एम. मेनजोगे, न्यायाधीश, कामगार न्यायालय, वर्धा यांना त्यांच्या दिनांक २९ नोव्हेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १४ डिसेंबर २०११ ते दिनांक १७ डिसेंबर २०११ पर्यंत ४ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक १८ डिसेंबर २०११ रोजीच्या सुट्टीला जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. एस. एम. मेनजोगे हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, वर्धा या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एस. एम. मेनजोगे हे न्यायाधीश, कामगार न्यायालय, वर्धा या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. पी. जे. मोडक, न्यायाधीश, कामगार न्यायालय, चंद्रपूर यांचा दिनांक ८ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १६३.—श्री. पी. जे. मोडक, न्यायाधीश, कामगार न्यायालय, चंद्रपूर यांना त्यांच्या दिनांक ८ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १२ डिसेंबर २०११ ते दिनांक १७ डिसेंबर २०११ पर्यंत ६ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १० डिसेंबर २०११ व ११ डिसेंबर २०११ आणि रजेच्या पुढे दिनांक १८ डिसेंबर २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. पी. जे. मोडक हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, चंद्रपूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. पी. जे. मोडक हे न्यायाधीश, कामगार न्यायालय, चंद्रपूर या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ए. जी. मोहब्बे, न्यायाधीश, कामगार न्यायालय, नांदेड यांचा दिनांक ५ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १६४/१२.—श्री. ए. जी. मोहब्बे, न्यायाधीश, कामगार न्यायालय, नांदेड यांना त्यांच्या दिनांक ५ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १२ डिसेंबर २०११ ते दिनांक १७ डिसेंबर २०११ पर्यंत एकूण ६ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १० व ११ डिसेंबर २०११ आणि रजेच्या पुढे दिनांक १८ डिसेंबर २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. ए. जी. मोहब्बे हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, नांदेड या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. जी. मोहब्बे हे न्यायाधीश, कामगार न्यायालय, नांदेड या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. जे. जी. डोरले, न्यायाधीश, कामगार न्यायालय, अकोला यांचा दिनांक १९ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १६५/१२.—श्री. जे. जी. डोरले, न्यायाधीश, कामगार न्यायालय, अकोला यांना त्यांच्या दिनांक १९ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २१ डिसेंबर २०११ ते दिनांक २३ डिसेंबर २०११ पर्यंत ३ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २४ व २५ डिसेंबर २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. जे. जी. डोरले हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, अकोला या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. जे. जी. डोरले हे न्यायाधीश, कामगार न्यायालय, अकोला या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक २५ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. बी. डी. कुलकर्णी, न्यायाधीश, कामगार न्यायालय, लातूर यांचा दिनांक ८ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १६७/१२.—श्री. बी. डी. कुलकर्णी, न्यायाधीश, कामगार न्यायालय, लातूर यांना त्यांच्या दिनांक ८ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १५ डिसेंबर २०११ ते दिनांक १७ डिसेंबर २०११ पर्यंत एकूण ३ दिवसांची अर्जित रजा, पुढे दिनांक १८ डिसेंबर २०११ हा सुट्टीचा दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. बी. डी. कुलकर्णी हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, लातूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. बी. डी. कुलकर्णी हे न्यायाधीश, कामगार न्यायालय, लातूर या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. आर. एस. घाटपांडे, न्यायाधीश, कामगार न्यायालय, जालना यांचा दिनांक १५ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १६८/१२.—श्री. आर. एस. घाटपांडे, न्यायाधीश, कामगार न्यायालय, जालना यांना त्यांच्या दिनांक १५ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १२ डिसेंबर २०११ ते दिनांक १४ डिसेंबर २०११ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १० व ११ डिसेंबर २०११ हे सुट्ट्यांचे दिवस जोडून मंजूर करण्यात येत आहे.

श्री. आर. एस. घाटपांडे, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, जालना या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. आर. एस. घाटपांडे, हे न्यायाधीश, कामगार न्यायालय, जालना या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. आर. डी. बोधाने, न्यायाधीश, कामगार न्यायालय, गोंदिया यांचा दिनांक १५ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १७०/१२.—श्री. आर. डी. बोधाने, न्यायाधीश, कामगार न्यायालय, गोंदिया यांना त्यांच्या दिनांक १५ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १६ डिसेंबर २०११ ते दिनांक १७ डिसेंबर २०११ पर्यंत एकूण २ दिवसांची अर्जित रजा मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. आर. डी. बोधाने, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, गोंदिया या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. आर. डी. बोधाने, न्यायाधीश, कामगार न्यायालय, गोंदिया या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. डी. टी. वसावे, न्यायाधीश, कामगार न्यायालय, भंडारा यांचा दिनांक २२ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १७१/१२.—श्री. डी. टी. वसावे, न्यायाधीश, कामगार न्यायालय, भंडारा यांना त्यांच्या दिनांक २२ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २६ डिसेंबर २०११ ते दिनांक २९ डिसेंबर २०११ एकूण ४ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २४ व २५ डिसेंबर २०११ च्या सुट्ट्या जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. डी. टी. वसावे, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, भंडारा या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. टी. वसावे, हे न्यायाधीश, कामगार न्यायालय, भंडारा या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. डी. टी. वसावे, न्यायाधीश, कामगार न्यायालय, भंडारा यांचा दिनांक २२ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १७२/१२.—श्री. डी. टी. वसावे, न्यायाधीश, कामगार न्यायालय, भंडारा यांना त्यांच्या दिनांक २२ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १३ डिसेंबर २०११ रोजीची १ दिवसाची अर्जित रजा मंजूर करण्यात आली आहे.

श्री. डी. टी. वसावे, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, भंडारा या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. टी. वसावे, हे न्यायाधीश, कामगार न्यायालय, भंडारा या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्रीमती एस. व्ही. सुवर्णा, सदस्य, औद्योगिक न्यायालय, ठाणे यांचा दिनांक १३ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १७५/१२.—श्रीमती एस. व्ही. सुवर्णा, सदस्य, औद्योगिक न्यायालय, ठाणे यांना त्यांच्या दिनांक १३ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २३ जानेवारी २०१२ ते २७ जानेवारी २०१२ पर्यंत एकूण ५ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २२ जानेवारी २०१२ व रजेच्या पुढे दिनांक २८ व २९ जानेवारी २०१२ च्या सुट्टीला जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्रीमती एस. व्ही. सुवर्णा, सदस्य ह्या रजेवर गेल्या नसल्या तर त्यांची सदस्य, औद्योगिक न्यायालय, ठाणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती एस. व्ही. सुवर्णा, सदस्य, औद्योगिक न्यायालय, ठाणे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. डी. एच. देशमुख, प्रशासकीय सदस्य, औद्योगिक न्यायालय, ठाणे यांचा दिनांक १६ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १७६/१२.—श्री. डी. एच. देशमुख, प्रशासकीय सदस्य, औद्योगिक न्यायालय, ठाणे यांना त्यांच्या दिनांक १६ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १२ जानेवारी २०१२ ते १८ जानेवारी २०१२ पर्यंत एकूण ७ दिवसांची अर्जित रजा मंजूर करण्यात आली आहे.

श्री. डी. एच. देशमुख, प्रशासकीय सदस्य हे रजेवर गेले नसते तर त्यांची प्रशासकीय सदस्य, औद्योगिक न्यायालय, ठाणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. एच. देशमुख, प्रशासकीय सदस्य, औद्योगिक न्यायालय, ठाणे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. जे. पी. जोशी, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांचा दिनांक १३ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १७७/१२.—श्री. जे. पी. जोशी, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक १३ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ८ डिसेंबर २०११ ते दिनांक १० डिसेंबर २०११ पर्यंत एकूण ३ दिवसांची परिवर्तीत रजा, रजेच्या पुढे दिनांक ११ डिसेंबर २०११ हा सुट्टीचा दिवस जोडून मंजूर करण्यात आली आहे.

श्री. जे. पी. जोशी, हे रजेवर गेले नसते तर त्यांची सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. जे. पी. जोशी, हे सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. दि. बा. उन्हाळे, अप्पर प्रबंधक, औद्योगिक न्यायालय, मुंबई यांचा दिनांक ३१ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक २२३/१२.—श्री. दि. बा. उन्हाळे, अप्पर प्रबंधक, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक ३१ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २२ जानेवारी २०१२ ते दिनांक २७ जानेवारी २०१२ पर्यंत ५ दिवसांची परिवर्तीत रजा, रजेच्या मागे दिनांक २२ जानेवारी २०१२ व रजेच्या पुढे दिनांक २८ जानेवारी २०१२ व २९ जानेवारी २०१२ हे सुट्टीचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. दि. बा. उन्हाळे, हे रजेवर गेले नसते तर त्यांची अप्पर प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. दि. बा. उन्हाळे, अप्पर प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

विद्यासागर ल. कांबळे,

अध्यक्ष,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १० फेब्रुवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. एस. पी. पिंगळे, न्यायाधीश, २ रे कामगार न्यायालय, मुंबई यांचा दिनांक १९ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक २२४/१२.—श्री. एस. पी. पिंगळे, न्यायाधीश, २ रे कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक १९ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २० डिसेंबर २०११ ते दिनांक २३ डिसेंबर २०११ एकूण ४ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २४ व २५ डिसेंबर २०११ च्या सुट्ट्या जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. एस. पी. पिंगळे हे रजेवर गेले नसते तर त्यांची न्यायाधीश, २ रे कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एस. पी. पिंगळे हे न्यायाधीश, २ रे कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १० फेब्रुवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ए. एस. गडगाणी, न्यायाधीश, कामगार न्यायालय, नागपूर यांचा दिनांक २ फेब्रुवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक २२५/१२.—श्री. ए. एस. गडगाणी, न्यायाधीश, कामगार न्यायालय, नागपूर यांना त्यांच्या दिनांक २ फेब्रुवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ४ फेब्रुवारी २०१२ ते दिनांक १० फेब्रुवारी २०१२ पर्यंत एकूण ७ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक ११ व १२ फेब्रुवारी २०१२ या सर्वजनिक सुट्टीच्या दिवशी उत्तन येथे आयोजित न्यायीक अधिकाऱ्यांच्या कार्यसाळेस उपस्थित राहून त्यानंतर जिल्हा न्यायाधीश पदाचे मपलाखतीस उपस्थित राहणेकरिता दिनांक १५ फेब्रुवारी २०१२ (का. वे. पू.) पर्यंत मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. ए. एस. गडगाणी हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, नागपूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. एस. गडगाणी हे न्यायाधीश, कामगार न्यायालय, नागपूर या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १० फेब्रुवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ए. पी. भावठाणकर, न्यायाधीश, कामगार न्यायालय, मुंबई यांचा दिनांक ३ फेब्रुवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक २२६/१२.—श्री. ए. पी. भावठाणकर, न्यायाधीश, कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक ३ फेब्रुवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १३ फेब्रुवारी २०१२ ते दिनांक १५ फेब्रुवारी २०१२ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक ११ व १२ फेब्रुवारी २०१२ या सर्वजनिक सुट्टीच्या दिवशी उत्तन येथे आयोजित न्यायीक अधिकाऱ्यांच्या कार्यसाळेस उपस्थित राहून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. ए. पी. भावठाणकर हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. पी. भावठाणकर हे न्यायाधीश, कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १० फेब्रुवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. बी. आर. गुप्ता, न्यायाधीश, कामगार न्यायालय, सोलापूर यांचा दिनांक १६ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक २२७/१२.—श्री. बी. आर. गुप्ता, न्यायाधीश, कामगार न्यायालय, सोलापूर यांना त्यांच्या दिनांक १६ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ६ फेब्रुवारी २०१२ ते दिनांक १० फेब्रुवारी २०१२ पर्यंत एकूण ५ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक ५ फेब्रुवारी २०१२ व रजेच्या पुढे दिनांक ११ व १२ फेब्रुवारी २०१२ या सर्वजनिक सुट्टीच्या दिवशी उत्तन येथे आयोजित न्यायीक अधिकाऱ्यांच्या कार्यसाळेस उपस्थित राहून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. बी. आर. गुप्ता हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, सोलापूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. बी. आर. गुप्ता हे न्यायाधीश, कामगार न्यायालय, सोलापूर या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १० फेब्रुवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. एस. बी. पवार, न्यायाधीश, १ ले कामगार न्यायालय, मुंबई यांचा दिनांक २ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १७३/१२.—श्री. एस. बी. पवार, न्यायाधीश, १ ले कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक २ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ३ जानेवारी २०१२ ते दिनांक ५ जानेवारी २०१२ पर्यंत एकूण ३ दिवसांची अर्जित रजा, मंजूर करण्यात येत आहे.

श्री. एस. बी. पवार हे रजेवर गेले नसते तर त्यांची न्यायाधीश, १ ले कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एस. बी. पवार हे न्यायाधीश, १ ले कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. व्ही. एस. कुलकर्णी, न्यायाधीश, १२ वे कामगार न्यायालय, मुंबई यांचा दिनांक २७ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १७४/१२.—श्री. व्ही. एस. कुलकर्णी, न्यायाधीश, १२ वे कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक २७ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २० डिसेंबर २०११ व दिनांक २१ डिसेंबर २०११ पर्यंत एकूण ३ दिवसांची अर्जित रजा, मंजूर करण्यात आली आहे.

श्री. व्ही. एस. कुलकर्णी, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, १२ वे कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. व्ही. एस. कुलकर्णी, हे न्यायाधीश, १२ वे कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. टी. व्ही. लामकाने, सहायक प्रबंधक, औद्योगिक न्यायालय, कोल्हापूर यांचा दिनांक १२ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १७८/१२.—श्री. टी. व्ही. लामकाने, सहायक प्रबंधक, औद्योगिक न्यायालय, कोल्हापूर यांना त्यांच्या दिनांक १२ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ५ डिसेंबर २०११ ते दिनांक ९ डिसेंबर २०११ पर्यंत एकूण ५ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक ४ डिसेंबर २०११ व रजेच्या पुढे दिनांक १० व ११ डिसेंबर २०११ हे सुट्ट्यांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. टी. व्ही. लामकाने, हे रजेवर गेले नसते तर त्यांची सहायक प्रबंधक, औद्योगिक न्यायालय, कोल्हापूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. टी. व्ही. लामकाने हे सहायक प्रबंधक, औद्योगिक न्यायालय, कोल्हापूर या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. सी. आर. पाटील, सहायक प्रबंधक, औद्योगिक न्यायालय, सोलापूर यांचा दिनांक २२ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १७९/१२.—श्री. सी. आर. पाटील, सहायक प्रबंधक, औद्योगिक न्यायालय, सोलापूर यांना त्यांच्या दिनांक २२ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक २६ डिसेंबर २०११ ते दिनांक ३१ डिसेंबर २०११ पर्यंत एकूण ६ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २४ व २५ डिसेंबर २०११ आणि रजेच्या पुढे दिनांक १ जानेवारी २०१२ हे सुट्ट्यांचे दिवस जोडून मंजूर करण्यात येत आहे.

श्री. सी. आर. पाटील, हे रजेवर गेले नसते तर त्यांची सहायक प्रबंधक, औद्योगिक न्यायालय, सोलापूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. सी. आर. पाटील, हे सहायक प्रबंधक, औद्योगिक न्यायालय, सोलापूर या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. एन. एन. श्रीमंगले, न्यायाधीश, कामगार न्यायालय, बुलढाणा यांचा दिनांक १२ डिसेंबर २०११ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १८०/१२.—श्री. एन. एन. श्रीमंगले, न्यायाधीश, कामगार न्यायालय, बुलढाणा यांना त्यांच्या दिनांक १२ डिसेंबर २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १२ डिसेंबर २०११ ते दिनांक १५ डिसेंबर २०११ पर्यंत एकूण ४ दिवसांची ौपरिवर्तीत रजा, रजेच्या मागे दिनांक १० व ११ डिसेंबर २०११ हे सुट्ट्यांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. एन. एन. श्रीमंगले, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, बुलढाणा या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एन. एन. श्रीमंगले, हे न्यायाधीश, कामगार न्यायालय, बुलढाणा या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. व्ही. एन. वैद्य, न्यायाधीश, १० वे कामगार न्यायालय, मुंबई यांचा दिनांक १२ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १८१/१२.—श्री. व्ही. एन. वैद्य, न्यायाधीश, १० वे कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक १२ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ४ जानेवारी २०१२ ते दिनांक ११ जानेवारी २०१२ पर्यंत एकूण ८ दिवसांची परिवर्तीत रजा मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. व्ही. एन. वैद्य, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, १० वे कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. व्ही. एन. वैद्य, हे न्यायाधीश, १० वे कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. जे. जी. डोरले, न्यायाधीश, कामगार न्यायालय, अकोला यांचा दिनांक १० जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १८२/१२.—श्री. जे. जी. डोरले, न्यायाधीश, कामगार न्यायालय, अकोला यांना त्यांच्या दिनांक १० जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ७ जानेवारी २०१२ ते दिनांक ९ जानेवारी २०१२ पर्यंत ३ दिवसांची परिवर्तीत रजा मंजूर करण्यात आली आहे.

श्री. जे. जी. डोरले हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, अकोला या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. जे. जी. डोरले हे न्यायाधीश, कामगार न्यायालय, अकोला या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक ३१ जानेवारी २०१२.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्रीमती ए. एस. नेवसे, न्यायाधीश, २ रे कामगार न्यायालय, ठाणे यांचा दिनांक १६ जानेवारी २०१२ रोजीचा अर्ज.

रजा मंजूरी आदेश

क्रमांक १८८/१२.—श्रीमती ए. एस. नेवसे, न्यायाधीश, २ रे कामगार न्यायालय, ठाणे यांना त्यांच्या दिनांक १६ जानेवारी २०१२ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १२ जानेवारी २०१२ ते दिनांक १३ जानेवारी २०१२ पर्यंत एकूण २ दिवसांची वाढीव अर्जित रजा, रजेच्या पुढे दिनांक १४ व १५ जानेवारी २०१२ हे सुट्टीचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्रीमती ए. एस. नेवसे, ह्या रजेवर गेल्या नसल्या तर त्यांची न्यायाधीश, २ रे कामगार न्यायालय, ठाणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती ए. एस. नेवसे ह्या न्यायाधीश, २ रे कामगार न्यायालय, ठाणे या पदावर स्थानापन्न होतील.

आदेशावरून,

दि. बा. उन्हाळे,

प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई,

दिनांक १ फेब्रुवारी २०१२.

पुढील अधिसूचना इत्यादी असाधारण राजपत्र म्हणून त्यांच्यासमोर दर्शविलेल्या दिनांकांना प्रसिद्ध झालेल्या आहेत :—

११५

बुधवार, मार्च २६, २०१४/चैत्र ५, शके १९३६

उद्योग, ऊर्जा व कामगार विभाग

हुतात्मा राजगुरू चौक, मादाम कामा रोड, मंत्रालय, मुंबई ४०० ०३२, दिनांक २६ मार्च २०१४

अधिसूचना

कारखाने अधिनियम, १९४८.

क्रमांक एफएसी. २०१४/प्र.क्र. २१/काम-४.—कारखाने अधिनियम, १९४८ च्या कलम ६६ (१) (ब) मधील परंतुकान्वये प्रदान करण्यात आलेल्या शक्तींचा वापर करून महाराष्ट्र शासन या अधिसूचनेद्वारे गणेश बेकरी, जूना कोल्हापूर रोड, मु. पो. नांदणी, ता. शिरोळ, जिल्हा कोल्हापूर या कारखान्यास कारखाने अधिनियम, १९४८ मधील महिला कर्मचाऱ्यांच्या कामाच्या वेळेसंबंधी असणाऱ्या तरतुदीमधून सूट देत असून याबाबत संमती असणाऱ्या महिला कर्मचाऱ्यांना सकाळी ५-०० ते रात्री १०-०० वाजेपर्यंतच्या कालावधीकरिता काम करण्यास सदर अधिसूचना निर्गमित झाल्याच्या दिनांकापासून पुढील १ वर्षाच्या कालावधीकरिता परवानगी देत आहे. सदर सूट ही खालील अटीच्या अधीन राहून देण्यात येत आहे :—

अटी

(१) कोणत्याही महिला कामगारास रात्री १०-०० वाजल्यापासून सकाळी ५-०० वाजेपर्यंत कामावर ठेवू नये.

(२) व्यवस्थापनाने महिला कामगारांना, कामगारांच्या निवासस्थानापासून, कारखान्यापर्यंत व पुन्हा परत त्यांच्या निवासस्थानापर्यंत त्यांना ने-आण करण्यासाठी बस किंवा मोटारगाड्यातून विनामूल्य सोय केली पाहिजे. तसेच त्यांना कामावर येताना, जाताना व कामाच्या ठिकाणी सुरक्षिततेची पुरेशी व्यवस्था केली पाहिजे.

(३) स्त्री कर्मचाऱ्यांच्या कामाच्या ठिकाणी व्यवस्थापनाने निवासस्थान ते आस्थापना व आस्थापना ते निवासस्थानाच्या वाहतुकीमध्ये स्त्री सुरक्षा रक्षकाची नियुक्ती करण्यात यावी. सकाळी ५-०० ते दुपारी २-०० व दुपारी २-०० ते रात्री १०-०० या पाळीत काम करणाऱ्या स्त्री कर्मचाऱ्यांच्या १ ते १० संख्येला १ महिला सुरक्षा रक्षक नेमण्यात यावी. त्याच पटीत पुढे सुरक्षा रक्षक नेमण्यात यावेत. स्त्री सुरक्षा रक्षकांना स्वसंरक्षणार्थ व त्यांच्या देखरेखीखाली असलेल्या स्त्री कर्मचाऱ्यांच्या संरक्षणाकरिता ज्युडो, कराटे इत्यादींचे प्रशिक्षण देण्यात यावे.

(४) स्त्री कर्मचाऱ्यांकरिता स्वतंत्र लॉकर्सची व्यवस्था करण्यात यावी व स्त्री कर्मचाऱ्यांच्या विश्रांतीकरिता विश्रांती कक्ष निर्माण करण्यात यावा. या पाळीत काम करणाऱ्या स्त्री कर्मचाऱ्यांना किमान पाच स्त्री कर्मचाऱ्यांच्या गटागटाने काम करण्यास देण्यात यावे.

(५) प्रत्येक स्त्री कर्मचाऱ्यास प्रत्येक सप्ताहामध्ये आलटून पालटून साप्ताहिक सुट्टी कोणत्याही प्रकारची वेतनातून कपात न करता देण्यात यावी. कर्मचाऱ्यांना आठवड्यात गटागटाने सुट्टी देण्यात यावी.

(६) साप्ताहिक सुट्टीचे वेळापत्रक प्रत्येक महिन्याच्या शेवटच्या दिवशी कर्मचाऱ्याच्या माहितीसाठी सूचनाफलकावर प्रदर्शित करावे. कोणत्याही कर्मचाऱ्यास साप्ताहिक रजेपासून वंचित केले जाणार नाही. त्यांना आठवड्याची भरपगारी रजा दिली जाईल.

(७) कर्मचाऱ्याच्या जादा कामाचा भत्ता, कामाचा विस्तार कालावधी व इतर अनुषंगिक बाबींबाबत कारखाने अधिनियम व महाराष्ट्र कारखाने नियम यामधील तरतुदींचे पालन करणे आवश्यक आहे.

(८) महिला कामगारांचे ६ वर्षांपेक्षा लहान मुलांसाठी पाळणाघराची सुविधा उपलब्ध केली पाहिजे.

(९) पाळणाघराच्या व्यवस्थेचा फायदा घेण्याकरिता जे कामगार आपली लहान मुले कारखान्यात आणू इच्छितात त्या मुलांनाही उपरोक्त अट क्र. (८) मधील सुविधा कारखाना व्यवस्थापनाने उपलब्ध करून दिली पाहिजे.

(१०) सदर सूट ही या प्रस्तावासोबत संमतीपत्र देणाऱ्या ५६ महिलांकरिताच लागू राहिल. या सूटबाबत संमती देणाऱ्या महिलांची किंवा युनियनची तक्रार असल्यास त्यांच्याबाबतीत सदर सवलत लागू राहणार नाही.

(११) व्यवस्थापनाने सदर सूट मिळालेल्या अधिसूचनेची प्रत ठळकपणे, सर्व महिला कर्मचाऱ्यांच्या माहितीकरिता सूचना फलकावर प्रदर्शित केली पाहिजे.

(१२) महिला कर्मचाऱ्यांच्या वेळेच्या संबंधात मा. उच्च न्यायालय, मद्रास यांनी रिट पिटीशन क्र. ४३६०/९९ या केसमध्ये दिलेल्या मार्गदर्शक तत्वांचे कारखाना व्यवस्थापनाने पालन केले पाहिजे.

(१३) वरील आस्थापनेस दिलेली सूट ही सदर अधिसूचना **राजपत्रात** प्रसिद्ध झाल्याच्या दिनांकापासून पुढे एक वर्षाच्या कालावधीकरिता अंमलात येईल.

(१४) वरील क्रमांक (१) ते (१२) च्या अटींचे व्यवस्थापनाकडून उल्लंघन झाल्यास वरीलप्रमाणे दिलेली सूट/सवलत आपोआप रद्द समजली जाईल.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

रविकुमार पाटणकर,

कार्यासन अधिकारी.

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बुधवार, मार्च २६, २०१४/चैत्र ५, शके १९३६

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरु चौक, मंत्रालय, मुंबई ४०० ०३२, दिनांक २६ मार्च २०१४

अधिसूचना

कर्मचारी भविष्यनिर्वाह निधी व संकीर्ण उपबंध अधिनियम, १९५२.

क्रमांक इपीएफ. २०१४/प्र.क्र. ७२/कामगार-४.— ज्याअर्थी, कर्मचारी भविष्यनिर्वाह निधी व संकीर्ण उपबंध अधिनियम, १९५२ च्या कलम २७(अ) खाली सूट मिळण्यासाठी जे. पी. मॉर्गस चेंस बँक एन. ए., १० वा मजला, ए-विंग, प्रिझम टॉवर्स, माईटडस्पेस, मालाड गोरेगाव लिंक रोड, मालाड (पश्चिम), मुंबई ४०० ०६४ या आस्थापनेनेच राज्य शासनाकडे अर्ज केला आहे (यात यापुढे जिचा “उक्त आस्थापना” असा निर्देश करण्यात आला आहे) ;

आणि ज्याअर्थी, केंद्र शासनाच्या मते, उक्त आस्थापनेतील कर्मचाऱ्यांच्या अंशदानाच्या दरांच्या बाबतीत, भविष्यनिर्वाह निधीचे नियम, हे, उक्त अधिनियमाच्या कलम ६ मध्ये विनिर्दिष्ट केलेल्या दरांपेक्षा कमी अनुकूल नाहीत आणि कर्मचाऱ्यांना भविष्यनिर्वाह निधीचे अन्य लाभही तशाच स्वरूपाच्या अन्य कोणत्याही आस्थापनेतील कर्मचाऱ्यांच्या संबंधात, उक्त अधिनियमाखाली किंवा कर्मचारी भविष्यनिर्वाह निधी योजना, १९५२ (यात यापुढे जिचा निर्देश “उक्त योजना” असा करण्यात आला आहे), याखाली त्या कर्मचाऱ्यांना मिळत असलेल्या लाभांपेक्षा एकंदरीत कमी अनुकूल नाहीत ;

त्याअर्थी, आता, कर्मचारी भविष्यनिर्वाह निधी व संकीर्ण उपबंध अधिनियम, १९५२ च्या कलम १७ (१) (अ) द्वारे प्रदान करण्यात आलेल्या अधिकारांचा वापर करून आणि यासोबत जोडलेल्या अनुसूचीमध्ये विनिर्दिष्ट केलेल्या शर्तीच्या अधीनतेने, राज्य शासन, याद्वारे, उक्त आस्थापनेस उक्त योजनेच्या सर्व तरतुदींचे प्रवर्तन करण्यातून दिनांक १ एप्रिल २००७ पासून पूर्वलक्षी प्रभावाने सूट देत आहे.

अनुसूची

(१) उक्त आस्थापनेच्या संबंधातील नियोक्ता महिन्या अखेरीपासून पंधरा दिवसांच्या आत, उक्त अधिनियमाच्या कलम १७, पोट-कलम (३) खंड (क) अन्वये, केंद्र शासन, वेळोवेळी निदेश देईल, त्याप्रमाणे तपासणी करण्याची सुविधा उपलब्ध करून देण्याची आणि तपासणी खर्च देण्याची तरतूद करील.

(२) या आस्थापनेच्या भविष्यनिर्वाह निधी-नियमांखाली देय असलेला अंशदानाचा दर हा, सूट देण्यात न आलेल्या आस्थापनांच्या बाबतीत उक्त अधिनियमांन्वये आणि त्याखाली तयार करण्यात आलेल्या उक्त योजनेन्वये कोणत्याही परिस्थितीत कमी असणार नाही.

(३) आगाऊ रकमांच्या बाबतीत, सूट देण्यात आलेल्या आस्थापनेची योजना ही, कर्मचारी भविष्यनिर्वाह निधी योजना, १९५२ पेक्षा कमी अनुकूल असणार नाही.

(४) उक्त योजनेतील कोणतीही सुधारणा ही, आस्थापनेच्या विद्यमान नियमांपेक्षा कर्मचाऱ्यांना अधिक लाभप्रद असल्यास, ती आपोआप लागू करण्यात येईल. उक्त आस्थापनेच्या भविष्यनिर्वाह निधी-नियमांतील कोणतीही सुधारणा ही, प्रादेशिक भविष्यनिर्वाह निधी आयुक्तांच्या पूर्वमान्यतेशिवाय केली जाणार नाही आणि कोणत्याही सुधारणेमुळे उक्त आस्थापनेतील कर्मचाऱ्यांच्या हितास बाधा पोहोचण्याचा संभव असल्यास, प्रादेशिक भविष्यनिर्वाह निधी आयुक्त मान्यता देण्यापूर्वी, कर्मचाऱ्यांस त्यांची बाजू स्पष्ट करण्याची वाजवी संधी देईल.

(५) उक्त आस्थापनेत सूट देण्यात आली नसती तर [उक्त अधिनियमाच्या कलम २(च) मध्ये व्याख्या केल्याप्रमाणे] भविष्यनिर्वाह निधीचे सदस्य होण्यास पात्र ठरले असते. त्या सर्व कर्मचाऱ्यांची सदस्य म्हणून नोंदणी करण्यात येईल.

(६) कर्मचारी अगोदरच, कर्मचारी भविष्यनिर्वाह निधी (सांविधिक) किंवा अन्य कोणत्याही सूट देण्यात आलेल्या आस्थापनेच्या भविष्यनिर्वाह निधीचा सदस्य असल्यास, सेवा नियोक्ता, निधीचा सदस्य म्हणून लगेचच त्याचे नाव नोंदवील आणि अशा कर्मचाऱ्यांच्या पूर्वीच्या नियोक्त्याकडील त्याच्या भविष्यनिर्वाह लेखातील संचयित रक्कम हस्तांतरित करण्याची आणि ती रक्कम त्याच्या खात्यात जमा करण्याची व्यवस्था करील.

(७) नियोक्ता, केंद्रीय भविष्यनिर्वाह निधी आयुक्त किंवा यथास्थित, केंद्र शासन, वेळोवेळी, देऊ शकेल अशा निर्देशानुसार भविष्यनिर्वाह निधीच्या व्यवस्थापनासाठी विश्वस्त मंडळाची स्थापना करील.

(८) भविष्यनिर्वाह निधी विश्वस्त मंडळाकडे विहित असेल व कर्मचारी भविष्यनिर्वाह निधीच्या संघटनासाठी त्याबरोबरच भविष्यनिर्वाह निधीत जमा होणारी रक्कम आणि भविष्यनिर्वाह निधीतून केलेली प्रदाने आणि त्याच्या अभिरक्षेतील शिल्लक रकमा यांचा योग्य जमा-खर्च ठेवण्यासाठी जबाबदार असेल आणि त्यासाठी उत्तरदायी असेल.

(९) प्रत्येक तीन महिन्यांतून किमान एकदा विश्वस्त मंडळाची बैठक बोलावण्यात येईल आणि केंद्र शासन/केंद्रीय भविष्यनिर्वाह निधी आयुक्त किंवा त्याने प्राधिकृत केलेला अधिकारी यांनी जारी केलेल्या मार्गदर्शक तत्वांनुसार त्याचे काम चालेल.

(१०) विश्वस्त मंडळाने ठेवलेल्या भविष्यनिर्वाह निधीचे लेखे, दरवर्षी, अर्हताप्राप्त स्वतंत्र सनदी लेखापालाकडून लेखापरीक्षा केली जाण्यास अधीन असतील, केंद्रीय भविष्यनिर्वाह निधी आयुक्तास आवश्यक वाटेल तेव्हा लेखांची अन्य कोणत्याही अर्हताप्राप्त लेखापरीक्षकांकडून पुन्हा लेखापरीक्षा करवून घेण्याचा अधिकारी असेल आणि त्यासाठी करण्यात आलेला खर्च नियोक्त्याकडून उचलला जाईल.

(११) वित्तीय वर्षाच्या समाप्तीनंतर सहा महिन्यांच्या आत, प्रत्येक लेखावर्षातील लेखापरीक्षेत वार्षिक भविष्यनिर्वाह निधी लेखांची एक प्रत आस्थापनेच्या लेखापरीक्षित ताळेबंदासह, प्रादेशिक भविष्यनिर्वाह निधी आयुक्ताकडे सादर करण्यात येईल. या प्रयोजनार्थ, भविष्यनिर्वाह निधीचे वित्तीय वर्ष १ एप्रिल ते ३१ मार्च असे असेल.

(१२) नियोक्ता त्याच्याकडून आणि कर्मचाऱ्याकडून देय असलेले भविष्यनिर्वाह निधीचे अंशदान, ज्या महिन्याचे अंशदान देय असेल त्यापुढील प्रत्येक महिन्याच्या १५ तारखेपर्यंत विश्वस्त मंडळाकडे हस्तांतरित करील. अंशदान भरण्यास कोणताही विलंब झाल्यास नियोक्ता तशाच प्रकारच्या परिस्थितीमध्ये सूट न मिळालेली आस्थापना ज्या रितीने हानीची रक्कम भरण्यास पात्र असते, त्याच रितीने विश्वस्त मंडळाकडे हानीची रक्कम भरण्यास पात्र असेल.

(१३) शासनाकडून वेळोवेळी देण्यात आलेल्या निर्देशानुसार, विश्वस्त मंडळ, निधीमधील पैशांची गुंतवणूक करील. विश्वस्त मंडळाच्या नावाने रोखे काढण्यात येतील आणि ते भारतीय रिझर्व्ह बँकेच्या पत नियंत्रणाखालील अनुसूचित बँकांच्या अभिरक्षेत ते ठेवण्यात येतील.

(१४) शासनाच्या निर्देशानुसार गुंतवणूक करण्यात कसूर केल्यास, विश्वस्त मंडळ, केंद्रीय भविष्यनिर्वाह निधी आयुक्त किंवा त्यांचा प्रतिनिधी यांच्याकडून पृथःकपणे आणि संयुक्तपणे अधिभार लादला जाण्यास पात्र ठरेल.

(१५) विश्वस्त मंडळ लिखित नोंदवही ठेवील आणि व्याजाची वसुली व पूर्वीचे विमोचन वेळेवर होत असल्याची खातरजमा करील.

(१६) विश्वस्त मंडळ प्रत्येक कर्मचाऱ्यांच्या बाबतीत, त्यांनी जमा केलेले अंशदान आणि त्यातून काढलेल्या रकमा व व्याज दर्शविणारे तपशीलवार लेखे ठेवील.

(१७) मंडळ वित्तीय लेखांकन वर्षाच्या समाप्तीपासून सहा महिन्यांच्या आत, प्रत्येक कर्मचाऱ्यास, वार्षिक लेखा विवरणपत्र देईल.

(१८) मंडळाला, प्रत्येक कर्मचाऱ्यास वार्षिक लेखा विवरणपत्राऐवजी पासबुक देता येईल. ही पासबुके कर्मचाऱ्यांच्या ताब्यात असतील आणि कर्मचाऱ्याने ती सादर केल्यानंतर, मंडळ ती अद्ययावत भरून देईल.

(१९) प्रत्येक कर्मचाऱ्याच्या खात्यामध्ये, लेखांकन वर्षाच्या पहिल्या दिवशीच्या प्रारंभिक शिल्लक रकमेवर विश्वस्त मंडळ ठरवील अशा दराने काढण्यात आलेले व्याज जमा करण्यात येईल. मात्र हा दर, उक्त योजनेच्या परिच्छेद ६० खाली केंद्र शासनाने जाहीर केलेल्या दरापेक्षा कमी असणार नाही.

(२०) गुंतवणुकीवरील प्राप्ती कमी झाल्यामुळे किंवा अन्य कोणत्याही कारणामुळे केंद्र शासनाने जाहीर केलेल्या दराने व्याज देण्यास विश्वस्त मंडळ असमर्थ असल्यास, ही कमतरता नियोक्ता भरून काढील.

(२१) नियोक्ता चोरी, घरफोडी, अफरातफर, दुर्विनियोग किंवा अन्य कोणतेही कारण यांमुळे भविष्यनिर्वाह निधीची झालेली कोणतीही हानी भरून काढील.

(२२) केंद्र शासन/केंद्रीय भविष्यनिर्वाह निधी आयुक्त वेळोवेळी विहित करील अशी विवरणपत्रे नियोक्ता तसेच विश्वस्त मंडळ प्रादेशिक भविष्यनिर्वाह निधी आयुक्तांकडे सादर करील.

(२३) योजनेच्या परिच्छेद ६९ च्या आधारे, कर्मचारी निधीचा सदस्य असणे बंद होईल त्याबाबतीत, नियोक्त्यांचे अंशदान समाप्त करण्याची तरतूद आस्थापनेच्या भविष्यनिर्वाह निधी नियमांमध्ये करण्यात आली असल्यास, विश्वस्त मंडळ अशा समाप्त रकमेचा हिशेब स्वतंत्रपणे ठेवील आणि केंद्रीय भविष्यनिर्वाह निधी आयुक्तांची पूर्वमान्यता घेऊन तो निर्धारित करील अशा प्रयोजनांसाठी तो उपयोगात आणील.

(२४) आस्थापनेच्या भविष्यनिर्वाह निधी नियमांमध्ये काहीही अंतर्भूत असले तरी, आस्थापनेचा कर्मचारी असण्याचे बंद झाल्यामुळे कोणत्याही सदस्यास, कर्मचारी व नियोक्ता यांचे अंशदान अधिक त्यावरील व्याजासह, उपदान किंवा निवृत्तिवेतन नियम यांखाली देय असलेली कोणतीही रक्कम ही, तो जर, उक्त योजनेखाली भविष्यनिर्वाह निधीचा सदस्य असता तर त्याला कर्मचारी व नियोक्त्याचे अंशदान अधिक त्यावरील व्याज या पोटी जितकी रक्कम देय झाली असती त्या रकमेपेक्षा कमी असल्यास, तिच्यातील तफवतीची रक्कम नुकसानभरपाई किंवा विशेष अंशदान म्हणून नियोक्ता भरील.

(२५) लेखे ठेवणे, विवरणपत्रे सादर करणे, संचित रक्कम हस्तांतरित करणे यांसह, भविष्यनिर्वाह निधीचा व्यवहार चालवितांना होणारे सर्व खर्च नियोक्ता करील.

(२६) नियोक्ता, समुचित प्राधिकाऱ्याने मान्यता दिलेल्या निधीच्या नियमांची एक प्रत आणि त्यात जसजशा सुधारणा करण्यात येतील त्या सुधारणा, जास्तीत जास्त कर्मचाऱ्यांना समजेल अशा भाषेमध्ये भाषांतरित केलेल्या त्यातील ठळक मुद्द्यांसह आस्थापनेच्या सूचना फलकावर लावील.

(२७) समुचित शासनास, आस्थापनेला देण्यात आलेली सूट चालू ठेवण्यासाठी आणखी कोणत्याही शर्ती घालता येतील.

(२८) नियोक्ता, ज्या आस्थापनावर्गात त्याची आस्थापना येते त्या वर्गासाठी असलेल्या भविष्यनिर्वाह निधीच्या अंशदानाच्या दरात उक्त अधिनियमान्वये वाढ करण्यात आल्यास, भविष्यनिर्वाह निधीच्या अंशदानाच्या दरात योग्य ती वाढ करील, जेणेकरून उक्त अधिनियमान्वये मिळणारे लाभ मिळू शकतील

(२९) वरीलपैकी कोणत्याही शर्तीचा भंग करण्यात आल्यास, देण्यात आलेली सूट रद्द केली जाण्यास पात्र असेल.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

रविकुमार पाटणकर,
कक्ष अधिकारी, महाराष्ट्र शासन.

In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. EPF-2014/C.R. 72/LAB-4, dated the 26th March 2014 is hereby published under the authority of the Governor of Maharashtra.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT,
Joint Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya Annexe,
Mumbai 400 032, dated the 26th March 2014.

NOTIFICATION

EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952.

No. EPF-2014/C.R. 72/Lab-4.—Where J. P. Morgan Chase Bank N. A., 10th Floor, A Wing, Prism Towers, Mindspace, Malad-Goregaon Link Road, Malad (East), Mumbai 400 064 (hereinafter referred to as the said establishment), who has applied for exemption under clause 27 (A) of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (hereinafter referred to as "the said Act") ;

AND WHEREAS, in the opinion of the Central Government, the rules of the Provident Fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein that those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as "the said Scheme") in relation to the employees in any other establishment of a similar character ;

NOW THEREFORE in exercise of the powers conferred by clause 17 (1) (A) of the said Act and subject to the conditions specified in the Schedule annexed hereto, the State Government hereby exempts the said establishment from the operation of all the provisions of the said Act with effect from 1st April 2007 ;

Schedule

(1) The employer in relation to the said establishment shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under Clause (a) of sub-section (3) of section 17 of the said Act within 15 days from the close of every month.

(2) The rate of contribution payable under the provident fund rules of the establishment shall at no time be lower than those payable under the said Act in respect of the unexempted establishment and the said Scheme framed thereunder.

(3) In the matter of advance, the scheme of the exempted establishment shall not be less favourable than the Employees' Provident Fund Scheme, 1952.

(4) Any amendment to the said Scheme which is more beneficial to the employees than the existing rule of the establishment shall be made applicable to them automatically. No amendment to the rules of the Provident Fund of the said establishment shall be made without the previous approval of the Regional Provident Fund Commissioner and where any amendment is likely to affect adversely the interest of the employees of the said establishment, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

(5) All employees [as defined in section 2(f) of the said Act] who would have been eligible to become members of the Provident Fund, had the establishment not been granted exemption shall be enrolled as members.

(6) Where an employee who is already a member of Emoloyees' Provident Fund (Statutory) or a Provident Fund of any other exempted establishment, the employer shall immediately enroll him as a member of the fund and arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited to his account.

(7) The employer shall establish a Board of Trustees for the management of the Provident Fund according to such directions as may be given by the Central Provident Fund Commissioner or by the Central Government, as the case may be from time to time.

(8) The Provident Fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees Provident Fund organization *inter-alia* for proper accounts of the receipts into and payments from the Provident Fund and the balance in their custody.

(9) The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/ Central Provident Fund Commissioner or an officer authorized by him.

(10) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Where considered necessary, the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be home by the employer.

(11) A copy of the audited annual Provident Fund accounts together with the audited balance sheet of the establishment for each accounting year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of the financial year. For this purpose the financial year of the Provident Fund shall be from 1st of April to the 31st March.

(12) The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and the employees by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay Damages to the Board of Trustees for any delay in payment of the contributions in the same manner as an unexempted establishment is liable under similar circumstances.

(13) The Board of Trustees shall invest the money in the fund as per directions that may be given by the Government from time to time. The securities shall be obtained in the name of the Board of Trustees and shall be kept in the custody of a Scheduled Bank under the Credit Control of the Reserve Bank of India.

(14) Failure to make the investments as per directions of the Government shall make the Board of Trustees severally and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

(15) The Board of Trustees shall maintain a script-wise register and ensure timely realization of interest and redemption proceeds.

(16) The Board of Trustees shall maintain detailed accounts to show the contribution credited withdrawal and interest in respect of each employee.

(17) The Board shall issue an annual statement of account to every employee within six months of the close of financial/accounting year.

(18) The Board may, instead of the annual statement of account issue passbooks to every employee. Those passbooks shall remain in the custody of the employees and shall be brought upto date, by the Board on presentation by the employees.

(19) The account of each employee shall be credited with interest calculated on the opening balance as on the 1st day of the accounting year at such rate as may be decided by the Board of Trustees but shall not be lower than the rate declared by the Central Government under para 60 of the said Scheme.

(20) If the Board of Trustees are unable to pay interest at the rate declared by the Central Government for the reason that the return on investment is less or for any other reason, than the deficiency shall be made good by the employer.

(21) The employer shall also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, mis-appropriation or any other reason.

(22) The employer as well as the Board of Trustees shall submit such returns to the Regional Provident Fund Commissioner as the Central Government/Central Provident Fund Commissioner may prescribe from time to time.

(23) If the Provident Fund rules of the establishment provide for forfeiture of the employers' contributions in cases where an employee ceases to be a member of the fund on the lines of para 69 of the Scheme, the Board of Trustees shall maintain a separate account of the amounts so forfeited and may utilise the same for such purpose as may be determined with the prior approval of the Central Provident Fund Commissioner.

(24) Notwithstanding anything contained in the rules of the Provident Fund of the establishment, if the amount payable to any member upon his ceasing to be an employee of the establishment by way of employer and employees' contribution plus interest thereon taken together with the amount, if any payable under the Gratuity or Pension rules be less than the amount that would be payable as employer's and employees' contributions plus interest thereon if he were a member of the Provident Fund under the said Scheme, the employer shall pay the difference to the member as compensation or special contribution.

(25) The employer shall bear all the expenses of the administration of the Provident Fund including the maintenance of accounts, submission of returns, transfer of accumulations.

(26) The employer shall display on notice board of the establishment, a copy of the rules of the fund as approved by the appropriate authority and as and when amended thereto alongwith a translation of the salient points thereof in the language of the majority of the employees.

(27) The "Appropriate Government" may lay down any further conditions for continued exemption of the establishment.

(28) The employer shall enhance the rate of Provident Fund contributions appropriately if the rate of Provident Fund contribution for the class of establishments in which his establishment falls is enhanced under the said Act so that the benefits provided under the said Act.

(29) The exemption is liable to be cancelled for violation of any of the above conditions.

By order and in the name of the Governor of Maharashtra,

RAVEEKUMAR PATANKAR,
Section Officer of Government.

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बुधवार, मार्च २६, २०१४/चैत्र ५, शके १९३६

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरु चौक, मंत्रालय, मुंबई ४०० ०३२, दिनांक २६ मार्च २०१४.

अधिसूचना

कर्मचारी भविष्यनिर्वाह निधी व संकीर्ण उपबंध अधिनियम, १९५२.

क्रमांक इपीएफ. २०१४/प्र.क्र. ७३/कामगार-४.— ज्याअर्थी, कर्मचारी भविष्यनिर्वाह निधी व संकीर्ण उपबंध अधिनियम, १९५२ च्या कलम २७(अ) खाली सूट मिळण्यासाठी जे. पी. मॉर्गन असेट मॅनेजमेंट इंडिया प्रायव्हेट लिमिटेड, जे. पी. मॉर्गन टॉवर, सी.एस.टी. रोड, कलिना, सांताक्रुझ (पूर्व), मुंबई ४०० ०९८ या आस्थापनेने राज्य शासनाकडे अर्ज केला आहे (यात यापुढे जिचा “ उक्त आस्थापना ” असा निर्देश करण्यात आला आहे) ;

आणि ज्याअर्थी, केंद्र शासनाच्या मते, उक्त आस्थापनेतील कर्मचाऱ्यांच्या अंशदानाच्या दरांच्या बाबतीत, भविष्यनिर्वाह निधीचे नियम, हे, उक्त अधिनियमाच्या कलम ६ मध्ये विनिर्दिष्ट केलेल्या दरांपेक्षा कमी अनुकूल नाहीत आणि कर्मचाऱ्यांना भविष्यनिर्वाह निधीचे अन्य लाभही तशाच स्वरूपाच्या अन्य कोणत्याही आस्थापनेतील कर्मचाऱ्यांच्या संबंधात, उक्त अधिनियमाखाली किंवा कर्मचारी भविष्यनिर्वाह निधी योजना, १९५२ (यात यापुढे जिचा निर्देश “ उक्त योजना ” असा करण्यात आला आहे), याखाली त्या कर्मचाऱ्यांना मिळत असलेल्या लाभांपेक्षा एकंदरीत कमी अनुकूल नाहीत ;

त्याअर्थी, आता, कर्मचारी भविष्यनिर्वाह निधी व संकीर्ण उपबंध अधिनियम, १९५२ च्या कलम १७ (१) (अ) द्वारे प्रदान करण्यात आलेल्या अधिकारांचा वापर करून आणि यासोबत जोडलेल्या अनुसूचीमध्ये विनिर्दिष्ट केलेल्या शर्तीच्या अधीनतेने, राज्य शासन, याद्वारे, उक्त आस्थापनेस उक्त योजनेच्या सर्व तरतुदींचे प्रवर्तन करण्यातून दिनांक १ फेब्रुवारी २००७ पासून पूर्वलक्षी प्रभावाने सूट देत आहे.

अनुसूची

(१) उक्त आस्थापनेच्या संबंधातील नियोक्ता महिन्या अखेरीपासून पंधरा दिवसांच्या आत, उक्त अधिनियमांच्या कलम १७, पोट-कलम (३) खंड (क) अन्वये, केंद्र शासन, वेळोवेळी निदेश देईल, त्याप्रमाणे तपासणी करण्याची सुविधा उपलब्ध करून देण्याची आणि तपासणी खर्च देण्याची तरतूद करील.

(२) या आस्थापनेच्या भविष्यनिर्वाह निधी नियमांखाली देय असलेला अंशदानाचा दर हा, सूट देण्यात न आलेल्या आस्थापनांच्या बाबतीत उक्त अधिनियमांन्वये आणि त्याखाली तयार करण्यात आलेल्या उक्त योजनेन्वये कोणत्याही परिस्थितीत कमी असणार नाही.

(३) आगाऊ रकमांच्या बाबतीत, सूट देण्यात आलेल्या आस्थापनेची योजना ही, कर्मचारी भविष्यनिर्वाह निधी योजना, १९५२ पेक्षा कमी अनुकूल असणार नाही.

(४) उक्त योजनेतील कोणतीही सुधारणा ही, आस्थापनेच्या विद्यमान नियमांपेक्षा कर्मचाऱ्यांना अधिक लाभप्रद असल्यास, ती आपोआप लागू करण्यात येईल. उक्त आस्थापनेच्या भविष्यनिर्वाह निधी नियमांतील कोणतीही सुधारणा ही, प्रादेशिक भविष्यनिर्वाह निधी आयुक्तांच्या पूर्वमान्यतेशिवाय केली जाणार नाही आणि कोणत्याही सुधारणेमुळे उक्त आस्थापनेतील कर्मचाऱ्यांच्या हितास बाधा पोहोचण्याचा संभव असल्यास, प्रादेशिक भविष्यनिर्वाह निधी आयुक्त मान्यता देण्यापूर्वी, कर्मचाऱ्यांस त्यांची बाजू स्पष्ट करण्याची वाजवी संधी देईल.

(५) उक्त आस्थापनेत सूट देण्यात आली नसती तर [उक्त अधिनियमाच्या कलम २(च) मध्ये व्याख्या केल्याप्रमाणे] भविष्यनिर्वाह निधीचे सदस्य होण्यास पात्र ठरले असते. त्या सर्व कर्मचाऱ्यांची सदस्य म्हणून नोंदणी करण्यात येईल.

(६) कर्मचारी अगोदरच, कर्मचारी भविष्यनिर्वाह निधी (सांविधिक) किंवा अन्य कोणत्याही सूट देण्यात आलेल्या आस्थापनेच्या भविष्यनिर्वाह निधीचा सदस्य असल्यास, सेवा नियोक्ता, निधीचा सदस्य म्हणून लगेचच त्याचे नाव नोंदवील आणि अशा कर्मचाऱ्यांच्या पूर्वीच्या नियोक्त्याकडील त्याच्या भविष्यनिर्वाह लेखातील संचयित रक्कम हस्तांतरित करण्याची आणि ती रक्कम त्याच्या खात्यात जमा करण्याची व्यवस्था करील.

(७) नियोक्ता, केंद्रीय भविष्यनिर्वाह निधी आयुक्त किंवा यथास्थित, केंद्र शासन, वेळोवेळी, देऊ शकेल अशा निर्देशानुसार भविष्यनिर्वाह निधीच्या व्यवस्थापनासाठी विश्वस्त मंडळाची स्थापना करील.

(८) भविष्यनिर्वाह निधी विश्वस्त मंडळाकडे विहित असेल व कर्मचारी भविष्यनिर्वाह निधीच्या संघटनासाठी त्याबरोबरच भविष्यनिर्वाह निधीत जमा होणारी रक्कम आणि भविष्यनिर्वाह निधीतून केलेली प्रदाने आणि त्याच्या अभिरक्षेतील शिल्लक रकमा यांचा योग्य जमा-खर्च ठेवण्यासाठी जबाबदार असेल आणि त्यासाठी उत्तरदायी असेल.

(९) प्रत्येक तीन महिन्यांतून किमान एकदा विश्वस्त मंडळाची बैठक बोलावण्यात येईल आणि केंद्र शासन/केंद्रीय भविष्यनिर्वाह निधी आयुक्त किंवा त्याने प्राधिकृत केलेला अधिकारी यांनी जारी केलेल्या मार्गदर्शक तत्वांनुसार त्याचे काम चालेल.

(१०) विश्वस्त मंडळाने ठेवलेल्या भविष्यनिर्वाह निधीचे लेखे, दरवर्षी, अर्हताप्राप्त स्वतंत्र सनदी लेखापालाकडून लेखापरीक्षा केली जाण्यास अधीन असतील, केंद्रीय भविष्यनिर्वाह निधी आयुक्तास आवश्यक वाटेल तेव्हा लेखांची अन्य कोणत्याही अर्हताप्राप्त लेखापरीक्षकांकडून पुन्हा लेखापरीक्षा करवून घेण्याचा अधिकारी असेल आणि त्यासाठी करण्यात आलेला खर्च नियोक्त्याकडून उचलला जाईल.

(११) वित्तीय वर्षाच्या समाप्तीनंतर सहा महिन्यांच्या आत, प्रत्येक लेखावर्षातील लेखापरीक्षेत वार्षिक भविष्यनिर्वाह निधी लेखांची एक प्रत आस्थापनेच्या लेखापरीक्षित ताळेबंदासह, प्रादेशिक भविष्यनिर्वाह निधी आयुक्ताकडे सादर करण्यात येईल. या प्रयोजनार्थ, भविष्यनिर्वाह निधीचे वित्तीय वर्ष १ एप्रिल ते ३१ मार्च असे असेल.

(१२) नियोक्ता त्याच्याकडून आणि कर्मचाऱ्याकडून देय असलेले भविष्यनिर्वाह निधीचे अंशदान, ज्या महिन्याचे अंशदान देय असेल त्यापुढील प्रत्येक महिन्याच्या १५ तारखेपर्यंत विश्वस्त मंडळाकडे हस्तांतरित करील. अंशदान भरण्यास कोणताही विलंब झाल्यास नियोक्ता तशाच प्रकारच्या परिस्थितीमध्ये सूट न मिळालेली आस्थापना ज्या रीतीने हानीची रक्कम भरण्यास पात्र असते, त्याच रीतीने विश्वस्त मंडळाकडे हानीची रक्कम भरण्यास पात्र असेल.

(१३) शासनाकडून वेळोवेळी देण्यात आलेल्या निर्देशानुसार, विश्वस्त मंडळ, निधीमधील पैशांची गुंतवणूक करील. विश्वस्त मंडळाच्या नावाने रोखे काढण्यात येतील आणि ते भारतीय रिझर्व्ह बँकेच्या पत नियंत्रणाखालील अनुसूचित बँकांच्या अभिरक्षेत ते ठेवण्यात येतील.

(१४) शासनाच्या निर्देशानुसार गुंतवणूक करण्यात कसूर केल्यास, विश्वस्त मंडळ, केंद्रीय भविष्यनिर्वाह निधी आयुक्त किंवा त्यांचा प्रतिनिधी यांच्याकडून पृथःकपणे आणि संयुक्तपणे अधिभार लादला जाण्यास पात्र ठरेल.

(१५) विश्वस्त मंडळ लिखित नोंदवही ठेवील आणि व्याजाची वसुली व पूर्वीचे विमोचन वेळेवर होत असल्याची खातरजमा करील.

(१६) विश्वस्त मंडळ प्रत्येक कर्मचाऱ्यांच्या बाबतीत, त्यांनी जमा केलेले अंशदान आणि त्यातून काढलेल्या रकमा व व्याज दर्शविणारे तपशिलवार लेखे ठेवील.

(१७) मंडळ वित्तीय लेखांकन वर्षाच्या समाप्तीपासून सहा महिन्यांच्या आत, प्रत्येक कर्मचाऱ्यास, वार्षिक लेखा विवरणपत्र देईल.

(१८) मंडळाला, प्रत्येक कर्मचाऱ्यास वार्षिक लेखा विवरणपत्राऐवजी पासबुक देता येईल. ही पासबुके कर्मचाऱ्यांच्या ताब्यात असतील आणि कर्मचाऱ्याने ती सादर केल्यानंतर, मंडळ ती अद्ययावत भरून देईल.

(१९) प्रत्येक कर्मचाऱ्याच्या खात्यामध्ये, लेखांकन वर्षाच्या पहिल्या दिवशीच्या प्रारंभिक शिल्लक रकमेवर विश्वस्त मंडळ ठरवील अशा दराने काढण्यात आलेले व्याज जमा करण्यात येईल. मात्र हा दर, उक्त योजनेच्या परिच्छेद ६० खाली केंद्र शासनाने जाहीर केलेल्या दरापेक्षा कमी असणार नाही.

(२०) गुंतवणुकीवरील प्राप्ती कमी झाल्यामुळे किंवा अन्य कोणत्याही कारणामुळे केंद्र शासनाने जाहीर केलेल्या दराने व्याज देण्यास विश्वस्त मंडळ असमर्थ असल्यास, ही कमतरता नियोक्ता भरून काढील.

(२१) नियोक्ता चोरी, घरफोडी, अफरातफर, दुर्विनियोग किंवा अन्य कोणतेही कारण यांमुळे भविष्यनिर्वाह निधीची झालेली कोणतीही हानी भरून काढील.

(२२) केंद्र शासन/केंद्रीय भविष्यनिर्वाह निधी आयुक्त वेळोवेळी विहित करील अशी विवरणपत्रे नियोक्ता तसेच विश्वस्त मंडळ प्रादेशिक भविष्यनिर्वाह निधी आयुक्तांकडे सादर करील.

(२३) योजनेच्या परिच्छेद ६९ च्या आधारे, कर्मचारी निधीचा सदस्य असणे बंद होईल त्याबाबतीत, नियोक्त्यांचे अंशदान समाप्त करण्याची तरतूद आस्थापनेच्या भविष्यनिर्वाह निधी नियमांमध्ये करण्यात आली असल्यास, विश्वस्त मंडळ अशा समाप्त रकमेचा हिशेब स्वतंत्रपणे ठेवील आणि केंद्रीय भविष्यनिर्वाह निधी आयुक्तांची पूर्वमान्यता घेऊन तो निर्धारित करील अशा प्रयोजनांसाठी तो उपयोगात आणील.

(२४) आस्थापनेच्या भविष्यनिर्वाह निधी नियमांमध्ये काहीही अंतर्भूत असले तरी, आस्थापनेचा कर्मचारी असण्याचे बंद झाल्यामुळे कोणत्याही सदस्यास, कर्मचारी व नियोक्ता यांचे अंशदान अधिक त्यावरील व्याजासह, उपदान किंवा निवृत्तिवेतन नियम यांखाली देय असलेली कोणतीही रक्कम ही, तो जर, उक्त योजनेखाली भविष्यनिर्वाह निधीचा सदस्य असता तर त्याला कर्मचारी व नियोक्त्याचे अंशदान अधिक त्यावरील व्याज यापोटी जितकी रक्कम देय झाली असती त्या रकमेपेक्षा कमी असल्यास, तिच्यातील तफवतीची रक्कम नुकसानभरपाई किंवा विशेष अंशदान म्हणून नियोक्ता भरील.

(२५) लेखे ठेवणे, विवरणपत्रे सादर करणे, संचित रक्कम हस्तांतरित करणे यांसह, भविष्यनिर्वाह निधीचा व्यवहार चालविताना होणारे सर्व खर्च नियोक्ता करील.

(२६) नियोक्ता, समुचित प्राधिकाऱ्याने मान्यता दिलेल्या निधीच्या नियमांची एक प्रत आणि त्यात जसजशा सुधारणा करण्यात येतील त्या सुधारणा, जास्तीत जास्त कर्मचाऱ्यांना समजेल अशा भाषेमध्ये भाषांतरित केलेल्या त्यातील ठळक मुद्द्यांसह आस्थापनेच्या सूचना फलकावर लावील.

(२७) समुचित शासनास, आस्थापनेला देण्यात आलेली सूट चालू ठेवण्यासाठी आणखी कोणत्याही शर्ती घालता येतील.

(२८) नियोक्ता, ज्या आस्थापनावर्गात त्याची आस्थापना येते त्या वर्गासाठी असलेल्या भविष्यनिर्वाह निधीच्या अंशदानाच्या दरात उक्त अधिनियमान्वये वाढ करण्यात आल्यास, भविष्यनिर्वाह निधीच्या अंशदानाच्या दरात योग्य ती वाढ करील, जेणेकरून उक्त अधिनियमान्वये मिळणारे लाभ मिळू शकतील

(२९) वरीलपैकी कोणत्याही शर्तीचा भंग करण्यात आल्यास, देण्यात आलेली सूट रद्द केली जाण्यास पात्र असेल.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

रविकुमार पाटणकर,

कक्ष अधिकारी.

In pursuance of clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. EPF. 2014/C.R. 73/LAB-4, dated the 26th March 2014 is hereby published under the authority of the Governor of Maharashtra.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT,
Joint Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya Annexe,
Mumbai 400 032, dated the 26th March 2014.

NOTIFICATION

EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952.

No. EPF.2014/C.R. 73/Lab-4.—Whereas, J. P. Morgan Asset Management- India Private Ltd., J. P. Morgan Tower, Off. C.S.T. Road, Kalina, Santacruz (East), Mumbai 400 098 (hereinafter referred to as the said establishment), who has applied for exemption under clause 27 (a) of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (hereinafter referred to as "the said Act") ;

And whereas, in the opinion of the Central Government, the rules of the Provident Fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein that those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees Provident Funds Scheme, 1952 (hereinafter referred to as "the said Scheme") in relation to the employees in any other establishment of a similar character ;

Now therefore in exercise of the powers conferred by clause 17 (1) (a) of the said scheme and subject to the conditions specified in the Schedule annexed hereto, the State Government hereby exempts the said establishment from the operation of all the provisions of the said Act with effect from 1st February 2007 ;

Schedule

(1) The employer in relation to the said establishment shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under Clause (a) of sub-section (3) of section 17 of the said Act within 15 days from the close of every month.

(2) The rate of contribution payable under the provident fund rules of the establishment shall at no time be lower than those payable under the said Act in respect of the unexempted establishment and the said Scheme framed thereunder.

(3) In the matter of advance, the scheme of the exempted establishment shall not be less favourable than the Employees Provident Fund Scheme, 1952.

(4) Any amendment to the said Scheme which is more beneficial to the employees than the existing rule of the establishment shall be made applicable to them automatically. No amendment to the rules of the Provident Fund of the said establishment shall be made without the previous approval of the Regional Provident Fund Commissioner and where any amendment is likely to affect adversely the interest of the employees of the said establishment, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

(5) All employees [as defined in section 2(f) of the said Act] who would have been eligible to become members of the Provident Fund, had the establishment not been granted exemption shall be enrolled as members.

(6) Where an employee who is already a member of Employees' Provident Fund (Statutory) or a Provident Fund of any other exempted establishment, the employer shall immediately enroll him as a member of the fund and arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited to his account.

(7) The employer shall establish a Board of Trustees for the management of the Provident Fund according to such directions as may be given by the Central Provident Fund Commissioner or by the Central Government, as the case may be from time to time.

(8) The Provident Fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees Provident Fund organization *inter-alia* for proper accounts of the receipts into and payments from the Provident Fund and the balance in their custody.

(9) The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner or an officer authorized by him.

(10) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Where considered necessary, the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(11) A copy of the audited annual Provident Fund accounts together with the audited balance sheet of the establishment for each accounting year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of the financial year. For this purpose the financial year of the Provident Fund shall be from 1st of April to the 31st March.

(12) The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and the employees by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay Damages to the Board of Trustees for any delay in payment of the contributions in the same manner as an unexempted establishment is liable under similar circumstances.

(13) The Board of Trustees shall invest the money in the fund as per directions that may be given by the Government from time to time. The securities shall be obtained in the name of the Board of Trustees and shall be kept in the custody of a Scheduled Bank under the Credit Control of the Reserve Bank of India.

(14) Failure to make the investments as per directions of the Government shall make the Board of Trustees severally and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

(15) The Board of Trustees shall maintain a script-wise register and ensure timely realization of interest and redemption proceeds.

(16) The Board of Trustees shall maintain detailed accounts to show the contribution credited withdrawal and interest in respect of each employee.

(17) The Board shall issue an annual statement of account to every employee within six months of the close of financial/accounting year.

(18) The Board may, instead of the annual statement of account issue passbooks to every employee. Those passbooks shall remain in the custody of the employees and shall be brought upto date, by the Board on presentation by the employees.

(19) The account of each employee shall be credited with interest calculated on the opening balance as on the 1st day of the accounting year at such rate as may be decided by the Board of Trustees but shall not be lower than the rate declared by the Central Government under para 60 of the said Scheme.

(20) If the Board of Trustees are unable to pay interest at the rate declared by the Central Government for the reason that the return on investment is less or for any other reason, than the deficiency shall be made good by the employer.

(21) The employer shall also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, mis-appropriation or any other reason.

(22) The employer as well as the Board of Trustees shall submit such returns to the Regional Provident Fund Commissioner as the Central Government/Central Provident Fund Commissioner may prescribe from time to time.

(23) If the Provident Fund rules of the establishment provide for forfeiture of the employers' contributions in cases where an employee ceases to be a member of the fund on the lines of para 69 of the Scheme, the Board of Trustees shall maintain a separate account of the amounts so forfeited and may utilise the same for such purpose as may be determined with the prior approval of the Central Provident Fund Commissioner.

(24) Notwithstanding anything contained in the rules of the Provident Fund of the establishment, if the amount payable to any member upon his ceasing to be an employee of the establishment by way of employer and employees' contribution plus interest thereon taken together with the amount, if any payable under the Gratuity or Pension rules be less than the amount that would be payable as employer's and employees' contributions plus interest thereon if he was a member of the Provident Fund under the said Scheme, the employer shall pay the difference to the member as compensation or special contribution.

(25) The employer shall bear all the expenses of the administration of the Provident Fund including the maintenance of accounts, submission of returns, transfer of accumulations.

(26) The employer shall display on notice board of the establishment, a copy of the rules of the fund as approved by the appropriate authority and as and when amended thereto alongwith a translation of the salient points thereof in the language of the majority of the employees.

(27) The "Appropriate Government" may lay down any further conditions for continued exemption of the establishment.

(28) The employer shall enhance the rate of Provident Fund contributions appropriately if the rate of Provident Fund contribution for the class of establishments in which his establishment falls is enhanced under the said Act so that the benefits provided under the said Act.

(29) The exemption is liable to be cancelled for violation of any of the above conditions.

By order and in the name of the Governor of Maharashtra,

RAVEEKUMAR PATANKAR,
Section Officer.

११८

बुधवार, मार्च २६, २०१४/चैत्र ५, शके १९३६

उद्योग, ऊर्जा व कामगार विभाग

हुतात्मा राजगुरु चौक, मादाम कामा रोड, मंत्रालय, मुंबई ४०० ०३२, दिनांक २६ मार्च २०१४

अधिसूचना

कर्मचारी भविष्यनिर्वाह निधी व संकीर्ण उपबंध अधिनियम, १९५२.

क्रमांक इपीएफ. २०१४/प्र.क्र. ७४/कामगार-४.— ज्याअर्थी, कर्मचारी भविष्यनिर्वाह निधी व संकीर्ण उपबंध अधिनियम, १९५२ च्या कलम २७(अ) खाली सूट मिळण्यासाठी जे. पी. मॉर्गन इंडिया प्रायव्हेट लिमिटेड, जे. पी. मॉर्गन टॉवर, सी.एस.टी. रोड, कालिना, सांताक्रुझ (पूर्व), मुंबई ४०० ०९८ या आस्थापनेने राज्य शासनाकडे अर्ज केला आहे (यात यापुढे जिचा “उक्त आस्थापना” असा निर्देश करण्यात आला आहे) ;

आणि ज्याअर्थी, केंद्र शासनाच्या मते, उक्त आस्थापनेतील कर्मचाऱ्यांच्या अंशदानाच्या दरांच्या बाबतीत, भविष्यनिर्वाह निधीचे नियम, हे उक्त अधिनियमाच्या कलम ६ मध्ये विनिर्दिष्ट केलेल्या दरांपेक्षा कमी अनुकूल नाहीत आणि कर्मचाऱ्यांना भविष्यनिर्वाह निधीचे अन्य लाभही तशाच स्वरूपाच्या अन्य कोणत्याही आस्थापनेतील कर्मचाऱ्यांच्या संबंधात, उक्त अधिनियमाखाली किंवा कर्मचारी भविष्यनिर्वाह निधी योजना, १९५२ (यात यापुढे जिचा निर्देश “उक्त योजना” असा करण्यात आला आहे), याखाली त्या कर्मचाऱ्यांना मिळत असलेल्या लाभांपेक्षा एकंदरीत कमी अनुकूल नाहीत.

त्याअर्थी, आता, कर्मचारी भविष्यनिर्वाह निधी व संकीर्ण उपबंध अधिनियम, १९५२ च्या कलम १७(अ) द्वारे प्रदान करण्यात आलेल्या अधिकारांचा वापर करून आणि यासोबत जोडलेल्या अनुसूचीमध्ये विनिर्दिष्ट केलेल्या शर्तीच्या अधीनतेने, राज्य शासन, याद्वारे, उक्त आस्थापनेस उक्त योजनेच्या सर्व तरतुदींचे प्रवर्तन करण्यातून दिनांक १ एप्रिल २००७ पासून पूर्वलक्षी प्रभावाने सूट देत आहे.

अनुसूची

(१) उक्त आस्थापनेच्या संबंधातील नियोक्ता महिन्या अखेरीपासून पंधरा दिवसांच्या आत, उक्त अधिनियमांच्या कलम १७, पोट-कलम (३) खंड (क) अन्वये, केंद्र शासन, वेळोवेळी निदेश देईल, त्याप्रमाणे तपासणी करण्याची सुविधा उपलब्ध करून देण्याची आणि तपासणी खर्च देण्याची तरतूद करील.

(२) या आस्थापनेच्या भविष्यनिर्वाह निधी नियमांखाली देय असलेला अंशदानाचा दर हा, सूट देण्यात न आलेल्या आस्थापनांच्या बाबतीत उक्त अधिनियमान्वये आणि त्याखाली तयार करण्यात आलेल्या उक्त योजनेन्वये कोणत्याही परिस्थितीत कमी असणार नाही.

(३) आगाऊ रकमांच्या बाबतीत, सूट देण्यात आलेल्या आस्थापनेची योजना ही, कर्मचारी भविष्यनिर्वाह निधी योजना, १९५२ पेक्षा कमी अनुकूल असणार नाही.

(४) उक्त योजनेतील कोणतीही सुधारणा ही, आस्थापनेच्या विद्यमान नियमांपेक्षा कर्मचाऱ्यांना अधिक लाभप्रद असल्यास, ती आपोआप लागू करण्यात येईल. उक्त आस्थापनेच्या भविष्यनिर्वाह निधी-नियमांतील कोणतीही सुधारणा ही, प्रादेशिक भविष्यनिर्वाह निधी आयुक्तांच्या पूर्वमान्यतेशिवाय केली जाणार नाही आणि कोणत्याही सुधारणेमुळे उक्त आस्थापनेतील कर्मचाऱ्यांच्या हितास बाधा पोहोचण्याचा संभव असल्यास, प्रादेशिक भविष्यनिर्वाह निधी आयुक्त मान्यता देण्यापूर्वी, कर्मचाऱ्यांस त्यांची बाजू स्पष्ट करण्याची वाजवी संधी देईल.

(५) उक्त आस्थापनेत सूट देण्यात आली नसती तर [उक्त अधिनियमाच्या कलम २(च) मध्ये व्याख्या केल्याप्रमाणे] भविष्यनिर्वाह निधीचे सदस्य होण्यास पात्र ठरले असते. त्या सर्व कर्मचाऱ्यांची सदस्य म्हणून नोंदणी करण्यात येईल.

(६) कर्मचारी अगोदरच, कर्मचारी भविष्यनिर्वाह निधी (सांविधिक) किंवा अन्य कोणत्याही सूट देण्यात आलेल्या आस्थापनेच्या भविष्यनिर्वाह निधीचा सदस्य असल्यास, सेवा नियोक्ता, निधीचा सदस्य म्हणून लगेचच त्याचे नाव नोंदवील आणि अशा कर्मचाऱ्यांच्या पूर्वीच्या नियोक्त्याकडील त्याच्या भविष्यनिर्वाह लेखातील संचयित रक्कम हस्तांतरित करण्याची आणि ती रक्कम त्याच्या खात्यात जमा करण्याची व्यवस्था करील.

(७) नियोक्ता, केंद्रीय भविष्यनिर्वाह निधी आयुक्त किंवा यथास्थित, केंद्र शासन, वेळोवेळी, देऊ शकेल अशा निर्देशानुसार भविष्यनिर्वाह निधीच्या व्यवस्थापनासाठी विश्वस्त मंडळाची स्थापना करील.

(८) भविष्यनिर्वाह निधी विश्वस्त मंडळाकडे विहित असेल व कर्मचारी भविष्यनिर्वाह निधीच्या संघटनासाठी त्याबरोबरच भविष्यनिर्वाह निधीत जमा होणारी रक्कम आणि भविष्यनिर्वाह निधीतून केलेली प्रदाने आणि त्याच्या अभिरक्षेतील शिल्लक रकमा यांचा योग्य जमा-खर्च ठेवण्यासाठी जबाबदार असेल आणि त्यासाठी उत्तरदायी असेल.

(९) प्रत्येक तीन महिन्यांतून किमान एकदा विश्वस्त मंडळाची बैठक बोलावण्यात येईल आणि केंद्र शासन/केंद्रीय भविष्यनिर्वाह निधी आयुक्त किंवा त्याने प्राधिकृत केलेला अधिकारी यांनी जारी केलेल्या मार्गदर्शक तत्वांनुसार त्याचे काम चालेल.

(१०) विश्वस्त मंडळाने ठेवलेल्या भविष्यनिर्वाह निधीचे लेखे, दरवर्षी, अर्हताप्राप्त स्वतंत्र सनदी लेखापालाकडून लेखापरीक्षा केली जाण्यास अधीन असतील, केंद्रीय भविष्यनिर्वाह निधी आयुक्तास आवश्यक वाटेल तेव्हा लेखांची अन्य कोणत्याही अर्हताप्राप्त लेखापरीक्षकांकडून पुन्हा लेखापरीक्षा करवून घेण्याचा अधिकारी असेल आणि त्यासाठी करण्यात आलेला खर्च नियोक्त्याकडून उचलला जाईल.

(११) वित्तीय वर्षाच्या समाप्तीनंतर सहा महिन्यांच्या आत, प्रत्येक लेखावर्षातील लेखापरीक्षेत वार्षिक भविष्यनिर्वाह निधी लेखांची एक प्रत आस्थापनेच्या लेखापरीक्षित ताळेबंदासह, प्रादेशिक भविष्यनिर्वाह निधी आयुक्ताकडे सादर करण्यात येईल. या प्रयोजनार्थ, भविष्यनिर्वाह निधीचे वित्तीय वर्ष १ एप्रिल ते ३१ मार्च असे असेल.

(१२) नियोक्ता त्याच्याकडून आणि कर्मचाऱ्याकडून देय असलेले भविष्यनिर्वाह निधीचे अंशदान, ज्या महिन्याचे अंशदान देय असेल त्यापुढील प्रत्येक महिन्याच्या १५ तारखेपर्यंत विश्वस्त मंडळाकडे हस्तांतरित करील. अंशदान भरण्यास कोणताही विलंब झाल्यास नियोक्ता तशाच प्रकारच्या परिस्थितीमध्ये सूट न मिळालेली आस्थापना ज्या रीतीने हानीची रक्कम भरण्यास पात्र असते, त्याच रीतीने विश्वस्त मंडळाकडे हानीची रक्कम भरण्यास पात्र असेल.

(१३) शासनाकडून वेळोवेळी देण्यात आलेल्या निर्देशानुसार, विश्वस्त मंडळ, निधीमधील पैशांची गुंतवणूक करील. विश्वस्त मंडळाच्या नावाने रोखे काढण्यात येतील आणि ते भारतीय रिझर्व्ह बँकेच्या पत नियंत्रणाखालील अनुसूचित बँकांच्या अभिरक्षेत ते ठेवण्यात येतील.

(१४) शासनाच्या निर्देशानुसार गुंतवणूक करण्यात कसूर केल्यास, विश्वस्त मंडळ, केंद्रीय भविष्यनिर्वाह निधी आयुक्त किंवा त्यांचा प्रतिनिधी यांच्याकडून पृथःकपणे आणि संयुक्तपणे अधिभार लादला जाण्यास पात्र ठरेल.

(१५) विश्वस्त मंडळ लिखित नोंदवही ठेवील आणि व्याजाची वसुली व पूर्वीचे विमोचन वेळेवर होत असल्याची खातरजमा करील.

(१६) विश्वस्त मंडळ प्रत्येक कर्मचाऱ्यांच्या बाबतीत, त्यांनी जमा केलेले अंशदान आणि त्यातून काढलेल्या रकमा व व्याज दर्शविणारे तपशिलवार लेखे ठेवील.

(१७) मंडळ वित्तीय लेखांकन वर्षाच्या समाप्तीपासून सहा महिन्यांच्या आत, प्रत्येक कर्मचाऱ्यास, वार्षिक लेखा विवरणपत्र देईल.

(१८) मंडळाला, प्रत्येक कर्मचाऱ्यास वार्षिक लेखा विवरणपत्राऐवजी पासबुक देता येईल. ही पासबुके कर्मचाऱ्यांच्या ताब्यात असतील आणि कर्मचाऱ्याने ती सादर केल्यानंतर, मंडळ ती अद्ययावत भरून देईल.

(१९) प्रत्येक कर्मचाऱ्याच्या खात्यामध्ये, लेखांकन वर्षाच्या पहिल्या दिवशीच्या प्रारंभिक शिल्लक रकमेवर विश्वस्त मंडळ ठरवील अशा दराने काढण्यात आलेले व्याज जमा करण्यात येईल. मात्र हा दर, उक्त योजनेच्या परिच्छेद ६० खाली केंद्र शासनाने जाहीर केलेल्या दरापेक्षा कमी असणार नाही.

(२०) गुंतवणुकीवरील प्राप्ती कमी झाल्यामुळे किंवा अन्य कोणत्याही कारणामुळे केंद्र शासनाने जाहीर केलेल्या दराने व्याज देण्यास विश्वस्त मंडळ असमर्थ असल्यास, ही कमतरता नियोक्ता भरून काढील.

(२१) नियोक्ता चोरी, घरफोडी, अफरातफर, दुर्विनियोग किंवा अन्य कोणतेही कारण यांमुळे भविष्यनिर्वाह निधीची झालेली कोणतीही हानी भरून काढील.

(२२) केंद्र शासन/केंद्रीय भविष्यनिर्वाह निधी आयुक्त वेळोवेळी विहित करील अशी विवरणपत्रे नियोक्ता तसेच विश्वस्त मंडळ प्रादेशिक भविष्यनिर्वाह निधी आयुक्तांकडे सादर करील.

(२३) योजनेच्या परिच्छेद ६९ च्या आधारे, कर्मचारी निधीचा सदस्य असणे बंद होईल त्याबाबतीत, नियोक्त्यांचे अंशदान समाप्त करण्याची तरतूद आस्थापनेच्या भविष्यनिर्वाह निधी नियमांमध्ये करण्यात आली असल्यास, विश्वस्त मंडळ अशा समाप्त रकमेचा हिशेब स्वतंत्रपणे ठेवील आणि केंद्रीय भविष्यनिर्वाह निधी आयुक्तांची पूर्वमान्यता घेऊन तो निर्धारित करील अशा प्रयोजनांसाठी तो उपयोगात आणील.

(२४) आस्थापनेच्या भविष्यनिर्वाह निधी नियमांमध्ये काहीही अंतर्भूत असले तरी, आस्थापनेचा कर्मचारी असण्याचे बंद झाल्यामुळे कोणत्याही सदस्यास, कर्मचारी व नियोक्ता यांचे अंशदान अधिक त्यावरील व्याजासह, उपदान किंवा निवृत्तिवेतन नियम यांखाली देय असलेली कोणतीही रक्कम ही, तो जर, उक्त योजनेखाली भविष्यनिर्वाह निधीचा सदस्य असता तर त्याला कर्मचारी व नियोक्त्याचे अंशदान अधिक त्यावरील व्याज या पोटी जितकी रक्कम देय झाली असती त्या रकमेपेक्षा कमी असल्यास, तिच्यातील तफावतीची रक्कम नुकसानभरपाई किंवा विशेष अंशदान म्हणून नियोक्ता भरील.

(२५) लेखे ठेवणे, विवरणपत्रे सादर करणे, संचित रक्कम हस्तांतरित करणे यांसह, भविष्यनिर्वाह निधीचा व्यवहार चालवितांना होणारे सर्व खर्च नियोक्ता करील.

(२६) नियोक्ता, समुचित प्राधिकाऱ्याने मान्यता दिलेल्या निधीच्या नियमांची एक प्रत आणि त्यात जसजशा सुधारणा करण्यात येतील त्या सुधारणा, जास्तीत जास्त कर्मचाऱ्यांना समजेल अशा भाषेमध्ये भाषांतरित केलेल्या त्यातील ठळक मुद्द्यांसह आस्थापनेच्या सूचना फलकावर लावील.

(२७) समुचित शासनास, आस्थापनेला देण्यात आलेली सूट चालू ठेवण्यासाठी आणखी कोणत्याही शर्ती घालता येतील.

(२८) नियोक्ता, ज्या आस्थापनावर्गात त्याची आस्थापना येते त्या वर्गासाठी असलेल्या भविष्यनिर्वाह निधीच्या अंशदानाच्या दरात उक्त अधिनियमान्वये वाढ करण्यात आल्यास, भविष्यनिर्वाह निधीच्या अंशदानाच्या दरात योग्य ती वाढ करील, जेणेकरून उक्त अधिनियमान्वये मिळणारे लाभ मिळू शकतील

(२९) वरीलपैकी कोणत्याही शर्तीचा भंग करण्यात आल्यास, देण्यात आलेली सूट रद्द केली जाण्यास पात्र असेल.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

रविकुमार पाटणकर,
कक्ष अधिकारी.

In pursuance of clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. EPF-2014/CR-74/Lab-4, dated the 26th March 2014 is hereby published under the authority of the Governor of Maharashtra.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT,
Joint Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya Annexe
Mumbai 400 032, dated the 26th March 2014

NOTIFICATION

EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952.

No. EPF.2014/CR-74/Lab-4.—Whereas, J. P. Morgan India Private Limited, J. P. Morgan Tower, Off C.S.T. Road, Kalina, Santacruz (East), Mumbai 400 098 (hereinafter referred to as the said establishment), who has applied for exemption under clause 27 (a) of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (hereinafter referred to as "the said Act") ;

And whereas, in the opinion of the Central Government, the rules of the Provident Fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein that those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees Provident Funds Scheme, 1952 (hereinafter referred to as "the said Scheme") in relation to the employees in any other establishment of a similar character ;

Now therefore, in exercise of the powers conferred by clause 17 (1) (a) of the said Act and subject to the conditions specified in the Schedule annexed hereto, the State Government hereby exempts the said establishment from the operation of all the provisions of the said Act with effect from 1st April 2007 ;

Schedule

(1) The employer in relation to the said establishment shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of section 17 of the said Act within 15 days from the close of every month.

(2) The rate of contribution payable under the provident fund rules of the establishment shall at no time be lower than those payable under the said Act in respect of the unexempted establishment and the said Scheme framed thereunder.

(3) In the matter of advance, the scheme of the exempted establishment shall not be less favourable than the Employees Provident Fund Scheme, 1952.

(4) Any amendment to the said Scheme which is more beneficial to the employees than the existing rule of the establishment shall be made applicable to them automatically. No amendment to the rules of the Provident Fund of the said establishment shall be made without the previous approval of the Regional Provident Fund Commissioner and where any amendment is likely to affect adversely the interest of the employees of the said establishment, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

(5) All employees (as defined in section 2(f) of the said Act) who would have been eligible to become members of the Provident Fund, had the establishment not been granted exemption shall be enrolled as members.

(6) Where an employee who is already a member of Emoloyees' Provident Fund (Statutory) or a Provident Fund of any other exempted establishment, the employer shall immediately enroll him as a member of the fund and arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited to his account.

(7) The employer shall establish a Board of Trustees for the management of the Provident Fund according to such directions as may be given by the Central Provident Fund Commissioner or by the Central Government, as the case may be from time to time.

(8) The Provident Fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees Provident Fund organization *inter-alia* for proper accounts of the receipts into and payments from the Provident Fund and the balance in their custody.

(9) The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/ Central Provident Fund Commissioner or an officer authorized by him.

(10) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Where considered necessary, the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(11) A copy of the audited annual Provident Fund accounts together with the audited balance sheet of the establishment for each accounting year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of the financial year. For this purpose the financial year of the Provident Fund shall be from 1st of April to the 31st March.

(12) The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and the employees by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay Damages to the Board of Trustees for any delay in payment of the contributions in the same manner as an unexempted establishment is liable under similar circumstances.

(13) The Board of Trustees shall invest the money in the fund as per directions that may be given by the Government from time to time. The securities shall be obtained in the name of the Board of Trustees and shall be kept in the custody of a Scheduled Bank under the Credit Control of the Reserve Bank of India.

(14) Failure to make the investments as per directions of the Government shall make the Board of Trustees severally and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

(15) The Board of Trustees shall maintain a script-wise register and ensure timely realization of interest and redemption proceeds.

(16) The Board of Trustees shall maintain detailed accounts to show the contribution credited withdrawal and interest in respect of each employee.

(17) The Board shall issue an annual statement of account to every employee within six months of the close of financial/accounting year.

(18) The Board may, instead of the annual statement of account issue passbooks to every employee. Those passbooks shall remain in the custody of the employees and shall be brought upto date, by the Board on presentation by the employees.

(19) The account of each employee shall be credited with interest calculated on the opening balance as on the 1st day of the accounting year at such rate as may be decided by the Board of Trustees but shall not be lower than the rate declared by the Central Government under para 60 of the said Scheme.

(20) If the Board of Trustees are unable to pay interest at the rate declared by the Central Government for the reason that the return on investment is less or for any other reason, than the deficiency shall be made good by the employer.

(21) The employer shall also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, mis-appropriation or any other reason.

(22) The employer as well as the Board of Trustees shall submit such returns to the Regional Provident Fund Commissioner as the Central Government/Central Provident Fund Commissioner may prescribe from time to time.

(23) If the Provident Fund rules of the establishment provide for forfeiture of the employers' contributions in cases where an employee ceases to be a member of the fund on the lines of para 69 of the Scheme, the Board of Trustees shall maintain a separate account of the amounts so forfeited and may utilise the same for such purpose as may be determined with the prior approval of the Central Provident Fund Commissioner.

(24) Notwithstanding anything contained in the rules of the Provident Fund of the establishment, if the amount payable to any member upon his ceasing to be an employee of the establishment by way of employer and employees' contribution plus interest thereon taken together with the amount, if any payable under the Gratuity or Pension rules be less than the amount that would be payable as employer's and employees' contributions plus interest thereon if he were a member of the Provident Fund under the said Scheme, the employer shall pay the difference to the member as compensation or special contribution.

(25) The employer shall bear all the expenses of the administration of the Provident Fund including the maintenance of accounts, submission of returns, transfer of accumulations.

(26) The employer shall display on notice board of the establishment, a copy of the rules of the fund as approved by the appropriate authority and as and when amended thereto alongwith a translation of the salient points thereof in the language of the majority of the employees.

(27) The "Appropriate Government" may lay down any further conditions for continued exemption of the establishment.

(28) The employer shall enhance the rate of Provident Fund contributions appropriately if the rate of Provident Fund contribution for the class of establishments in which his establishment falls is enhanced under the said Act so that the benefits provided under the said Act.

(29) The exemption is liable to be cancelled for violation of any of the above conditions.

By order and in the name of the Governor of Maharashtra,

RAVEEKUMAR PATANKAR,
Section Officer.

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शनिवार, मार्च २९, २०१४/चैत्र ८, शके १९३६

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरु चौक, मंत्रालय, मुंबई ४०० ०३२, दिनांक २९ मार्च २०१४

अधिसूचना

कर्मचारी भविष्यनिर्वाह निधी व संकीर्ण उपबंध अधिनियम, १९५२.

क्रमांक इपीएफ. २०१०/प्र.क्र. ८/कामगार-४.— ज्याअर्थी, कर्मचारी भविष्यनिर्वाह निधी व संकीर्ण उपबंध अधिनियम, १९५२ च्या कलम १७ (१) (अ) खाली सूट मिळण्यासाठी मे. मर्सिडीज बेंझ इंडिया प्रा. लि., ईपीएफ ट्रस्ट, ई-३, एम.आय.डी.सी. चाकण, फेज ३, चाकण इंटरनॅशनल एरिया, कुरुली आणि निघोजे, तालुका खेड, पुणे ४१० ५०१ या आस्थापनेनेच राज्य शासनाकडे अर्ज केला आहे (यात यापुढे जिचा “उक्त आस्थापना” असा निर्देश करण्यात आला आहे) ;

आणि ज्याअर्थी, केंद्र शासनाच्या मते, उक्त आस्थापनेतील कर्मचाऱ्यांच्या अंशदानाच्या दरांच्या बाबतीत, भविष्यनिर्वाह निधीचे नियम हे, उक्त अधिनियमाच्या कलम ६ मध्ये विनिर्दिष्ट केलेल्या दरांपेक्षा कमी अनुकूल नाहीत आणि कर्मचाऱ्यांना भविष्यनिर्वाह निधीचे अन्य लाभही तशाच स्वरूपाच्या अन्य कोणत्याही आस्थापनेतील कर्मचाऱ्यांच्या संबंधात, उक्त अधिनियमाखाली किंवा कर्मचारी भविष्यनिर्वाह निधी योजना, १९५२ (यात यापुढे जिचा निर्देश “उक्त योजना” असा करण्यात आला आहे), याखाली त्या कर्मचाऱ्यांना मिळत असलेल्या लाभांपेक्षा एकंदरीत कमी अनुकूल नाहीत.

त्याअर्थी, आता, कर्मचारी भविष्यनिर्वाह निधी व संकीर्ण उपबंध अधिनियम, १९५२ च्या कलम १७ (१) (अ) द्वारे प्रदान करण्यात आलेल्या अधिकारांचा वापर करून, आणि यासोबत जोडलेल्या अनुसूचीमध्ये विनिर्दिष्ट केलेल्या शर्तीच्या अधीनतेने, राज्य शासन, याद्वारे, उक्त आस्थापनेस उक्त योजनेच्या सर्व तरतुदींचे प्रवर्तन करण्यातून दिनांक २२ सप्टेंबर २००७ पासून पूर्वलक्षी प्रभावाने सूट देत आहे.

अनुसूची

(१) उक्त आस्थापनेच्या संबंधातील नियोक्ता महिन्या अखेरीपासून पंधरा दिवसांच्या आत, उक्त अधिनियमाच्या कलम १७, पोट-कलम (३) खंड (क) अन्वये, केंद्र शासन, वेळोवेळी निदेश देईल त्याप्रमाणे तपासणी करण्याची सुविधा उपलब्ध करून देण्याची आणि तपासणी खर्च देण्याची तरतूद करील.

(२) या आस्थापनेच्या भविष्यनिर्वाह निधी नियमांखाली देय असलेला अंशदानाचा दर हा, सूट देण्यात न आलेल्या आस्थापनांच्या बाबतीत उक्त अधिनियमान्वये आणि त्याखाली तयार करण्यात आलेल्या उक्त योजनेन्वये कोणत्याही परिस्थितीत कमी असणार नाही.

(३) आगाऊ रकमांच्या बाबतीत, सूट देण्यात आलेल्या आस्थापनेची योजना ही, कर्मचारी भविष्यनिर्वाह निधी योजना, १९५२ पेक्षा कमी अनुकूल असणार नाही.

(४) उक्त योजनेतील कोणतीही सुधारणा ही, आस्थापनेच्या विद्यमान नियमांपेक्षा कर्मचाऱ्यांना अधिक लाभप्रद असल्यास, ती आपोआप लागू करण्यात येईल. उक्त आस्थापनेच्या भविष्यनिर्वाह निधी नियमांतील कोणतीही सुधारणा ही, प्रादेशिक भविष्यनिर्वाह निधी आयुक्तांच्या पूर्वमान्यतेशिवाय केली जाणार नाही आणि कोणत्याही सुधारणेमुळे उक्त आस्थापनेतील कर्मचाऱ्यांच्या हितास बाधा पोहोचण्याचा संभव असल्यास, प्रादेशिक भविष्यनिर्वाह निधी आयुक्त मान्यता देण्यापूर्वी, कर्मचाऱ्यांस त्यांची बाजू स्पष्ट करण्याची वाजवी संधी देईल.

(५) उक्त आस्थापनेत सूट देण्यात आली नसती तर [उक्त अधिनियमाच्या कलम २(च) मध्ये व्याख्या केल्याप्रमाणे] भविष्यनिर्वाह निधीचे सदस्य होण्यास पात्र ठरेल असेल. त्या सर्व कर्मचाऱ्यांची सदस्य म्हणून नोंदणी करण्यात येईल.

(६) कर्मचारी अगोदरच, कर्मचारी भविष्यनिर्वाह निधी (सांविधिक) किंवा अन्य कोणत्याही सूट देण्यात आलेल्या आस्थापनेच्या भविष्यनिर्वाह निधीचा सदस्य असल्यास, सेवा नियोक्ता, निधीचा सदस्य म्हणून लगेचच त्याचे नाव नोंदवील आणि अशा कर्मचाऱ्यांच्या पूर्वीच्या नियोक्त्याकडील त्याच्या भविष्यनिर्वाह लेखातील संचयित रक्कम हस्तांतरित करण्याची आणि ती रक्कम त्याच्या खात्यात जमा करण्याची व्यवस्था करील.

(७) नियोक्ता, केंद्रीय भविष्यनिर्वाह निधी आयुक्त किंवा यथास्थित केंद्र शासन, वेळोवेळी देऊ शकेल अशा निर्देशानुसार भविष्यनिर्वाह निधीच्या व्यवस्थापनासाठी विश्वस्त मंडळाची स्थापना करील.

(८) भविष्यनिर्वाह निधी विश्वस्त मंडळाकडे विहित असेल व कर्मचारी भविष्यनिर्वाह निधीच्या संघटनासाठी त्याबरोबरच भविष्यनिर्वाह निधीत जमा होणारी रक्कम आणि भविष्यनिर्वाह निधीतून केलेली प्रदाने आणि त्याच्या अभिरक्षेतील शिल्लक रकमा यांचा योग्य जमा खर्च ठेवण्यासाठी जबाबदार असेल आणि त्यासाठी उत्तरदायी असेल.

(९) प्रत्येक तीन महिन्यांतून किमान एकदा विश्वस्त मंडळाची बैठक बोलावण्यात येईल आणि केंद्र शासन/केंद्रीय भविष्यनिर्वाह निधी आयुक्त किंवा त्याने प्राधिकृत केलेला अधिकारी यांनी जारी केलेल्या मार्गदर्शक तत्वांनुसार त्याचे काम चालेल.

(१०) विश्वस्त मंडळाने ठेवलेल्या भविष्यनिर्वाह निधीचे लेखे दरवर्षी अर्हताप्राप्त स्वतंत्र सनदी लेखापालाकडून लेखापरीक्षा केली जाण्यास अधीन असतील, केंद्रीय भविष्यनिर्वाह निधी आयुक्तास आवश्यक वाटेल तेव्हा लेखांची अन्य कोणत्याही अर्हताप्राप्त लेखापरीक्षकाकडून पुन्हा लेखापरीक्षा करवून घेण्याचा अधिकारी असेल आणि त्यासाठी करण्यात आलेला खर्च नियोक्त्याकडून उचलला जाईल.

(११) वित्तीय वर्षाच्या समाप्तीनंतर सहा महिन्यांच्या आत, प्रत्येक लेखावर्षातील लेखापरीक्षेत वार्षिक भविष्यनिर्वाह निधी लेखांची एक प्रत आस्थापनेच्या लेखापरीक्षित ताळेबंदासह, प्रादेशिक भविष्यनिर्वाह निधी आयुक्ताकडे सादर करण्यात येईल. या प्रयोजनार्थ, भविष्यनिर्वाह निधीचे वित्तीय वर्ष १ एप्रिल ते ३१ मार्च असे असेल.

(१२) नियोक्ता त्याच्याकडून आणि कर्मचाऱ्याकडून देय असलेले भविष्यनिर्वाह निधीचे अंशदान, ज्या महिन्याचे अंशदान देय असेल त्यापुढील प्रत्येक महिन्याच्या १५ तारखेपर्यंत विश्वस्त मंडळाकडे हस्तांतरित करील. अंशदान भरण्यास कोणताही विलंब झाल्यास नियोक्ता तशाच प्रकारच्या परिस्थितीमध्ये सूट न मिळालेली आस्थापना ज्या रितीने हानीची रक्कम भरण्यास पात्र असते, त्याच रितीने विश्वस्त मंडळाकडे हानीची रक्कम भरण्यास पात्र असेल.

(१३) शासनाकडून वेळोवेळी देण्यात आलेल्या निर्देशानुसार, विश्वस्त मंडळ निधीमधील पैशांची गुंतवणूक करील. विश्वस्त मंडळाच्या नावाने रोखे काढण्यात येतील आणि ते भारतीय रिझर्व्ह बँकेच्या पत नियंत्रणाखालील अनुसूचित बँकांच्या अभिरक्षेत ते ठेवण्यात येतील.

(१४) शासनाच्या निर्देशानुसार गुंतवणूक करण्यात कसूर केल्यास विश्वस्त मंडळ केंद्रीय भविष्यनिर्वाह निधी आयुक्त किंवा त्यांचा प्रतिनिधी यांच्याकडून पृथःकपणे आणि संयुक्तपणे अधिभार लादला जाण्यास पात्र ठरेल.

(१५) विश्वस्त मंडळ लिखित नोंदवही ठेवील आणि व्याजाची वसुली व पूर्वीचे विमोचन वेळेवर होत असल्याची खातरजमा करील.

(१६) विश्वस्त मंडळ प्रत्येक कर्मचाऱ्यांच्या बाबतीत, त्यांनी जमा केलेले अंशदान आणि त्यातून काढलेल्या रकमा व व्याज दर्शविणारे तपशीलवार लेखे ठेवील.

(१७) मंडळ वित्तीय लेखांकन वर्षाच्या समाप्तीपासून सहा महिन्यांच्या आत, प्रत्येक कर्मचाऱ्यास वार्षिक लेखा विवरणपत्र देईल.

(१८) मंडळाला प्रत्येक कर्मचाऱ्यास वार्षिक लेखा विवरणपत्राऐवजी पासबुक देता येईल. ही पासबुके कर्मचाऱ्यांच्या ताब्यात असतील आणि कर्मचाऱ्याने ती सादर केल्यानंतर, मंडळ ती अद्ययावत भरून देईल.

(१९) प्रत्येक कर्मचाऱ्याच्या खात्यामध्ये, लेखांकन वर्षाच्या पहिल्या दिवशीच्या प्रारंभिक शिल्लक रकमेवर विश्वस्त मंडळ ठरवील अशा दराने काढण्यात आलेले व्याज जमा करण्यात येईल. मात्र हा दर, उक्त योजनेच्या परिच्छेद ६० खाली केंद्र शासनाने जाहीर केलेल्या दरापेक्षा कमी असणार नाही.

(२०) गुंतवणुकीवरील प्राप्ती कमी झाल्यामुळे किंवा अन्य कोणत्याही कारणामुळे केंद्र शासनाने जाहीर केलेल्या दराने व्याज देण्यास विश्वस्त मंडळ असमर्थ असल्यास, ही कमतरता नियोक्ता भरून काढील.

(२१) नियोक्ता चोरी, घरफोडी, अफरातफर, दुर्विनियोग किंवा अन्य कोणतेही कारण यांमुळे भविष्यनिर्वाह निधीची झालेली कोणतीही हानी भरून काढील.

(२२) केंद्र शासन/केंद्रीय भविष्यनिर्वाह निधी आयुक्त वेळोवेळी विहित करील अशी विवरणपत्रे नियोक्ता तसेच विश्वस्त मंडळ प्रादेशिक भविष्यनिर्वाह निधी आयुक्तांकडे सादर करील.

(२३) योजनेच्या परिच्छेद ६९ च्या आधारे, कर्मचारी निधीचा सदस्य असणे बंद होईल त्याबाबतीत, नियोक्त्यांचे अंशदान समाप्त करण्याची तरतूद आस्थापनेच्या भविष्यनिर्वाह निधी नियमांमध्ये करण्यात आली असल्यास, विश्वस्त मंडळ अशा समाप्त रकमेचा हिशेब स्वतंत्रपणे ठेवील आणि केंद्रीय भविष्यनिर्वाह निधी आयुक्तांची पूर्वमान्यता घेऊन तो निर्धारित करील अशा प्रयोजनासाठी तो उपयोगात आणील.

(२४) आस्थापनेच्या भविष्यनिर्वाह निधी नियमांमध्ये काहीही अंतर्भूत असले तरी, आस्थापनेचा कर्मचारी असण्याचे बंद झाल्यामुळे कोणत्याही सदस्यास, कर्मचारी व नियोक्ता यांचे अंशदान अधिक त्यावरील व्याजासह, उपदान किंवा निवृत्तिवेतन नियम यांखाली देय असलेली कोणतीही रक्कम ही, तो जर, उक्त योजनेखाली भविष्यनिर्वाह निधीचा सदस्य असता तर त्याला कर्मचारी व नियोक्त्यांचे अंशदान अधिक त्यावरील व्याज यापोटी जितकी रक्कम देय झाली असती त्या रकमेपेक्षा कमी असल्यास, तिच्यातील तफवतीची रक्कम नुकसानभरपाई किंवा विशेष अंशदान म्हणून नियोक्ता भरील.

(२५) लेखे ठेवणे, विवरणपत्रे सादर करणे, संचित रक्कम हस्तांतरित करणे यांसह, भविष्यनिर्वाह निधीचा व्यवहार चालवितांना होणारे सर्व खर्च नियोक्ता करील.

(२६) नियोक्ता, समुचित प्राधिकाऱ्याने मान्यता दिलेल्या निधीच्या नियमांची एक प्रत आणि त्यात जसजशा सुधारणा करण्यात येतील त्या सुधारणा, जास्तीत जास्त कर्मचाऱ्यांना समजेल अशा भाषेमध्ये भाषांतरित केलेल्या त्यातील ठळक मुद्द्यांसह आस्थापनेच्या सूचना फलकावर लावील.

(२७) समुचित शासनास, आस्थापनेला देण्यात आलेली सूट चालू ठेवण्यासाठी आणखी कोणत्याही शर्ती घालता येतील.

(२८) नियोक्ता, ज्या आस्थापना वर्गात त्याची आस्थापना येते त्या वर्गासाठी असलेल्या भविष्यनिर्वाह निधीच्या अंशदानाच्या दरात उक्त अधिनियमान्वये वाढ करण्यात आल्यास, भविष्यनिर्वाह निधीच्या अंशदानाच्या दरात योग्य ती वाढ करील, जेणेकरून उक्त अधिनियमान्वये मिळणारे लाभ मिळू शकतील

(२९) वरीलपैकी कोणत्याही शर्तीचा भंग करण्यात आल्यास, देण्यात आलेली सूट रद्द केली जाण्यास पात्र असेल.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

रविकुमार पाटणकर,
कक्ष अधिकारी.

In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. EPF. 2010/C.R. 8/LAB-4, dated the 29th March 2014 is hereby published under the authority of the Governor of Maharashtra.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT,
Joint Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya,
Mumbai 400 032, dated the 29th March 2014.

NOTIFICATION

EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952.

No. EPF.2010/C.R. 8/Lab-4.—Whereas, M/s. Mercedes - Benz India Pvt. Ltd., EPF Trust, E-3, MIDC Chakan, Phase III, Chakan Industrial Area, Kuruli and Nighoje, Taluka Khed, Pune 410 501 (hereinafter referred to as the said establishment), who has applied for exemption under clause 17 (1) (a) of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (hereinafter referred to as "the said Act");

And whereas, in the opinion of the Central Government, the rules of the Provident Fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as "the said Scheme") in relation to the employees in any other establishment of a similar character.

Now, therefore, in exercise of the powers conferred by clause 17 (1) (a) of the said Act and subject to the conditions specified in the Schedule annexed hereto, the State Government hereby exempts the said establishment from the operation of all the provisions of the said Act with effect from 22nd September 2007.

Schedule

(1) The employer in relation to the said establishment shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under Clause (a) of sub-section (3) of section 17 of the said Act within 15 days from the close of every month.

(2) The rate of contribution payable under the provident fund rules of the establishment shall at no time be lower than those payable under the said Act in respect of the unexempted establishment and the said Scheme framed thereunder.

(3) In the matter of advance, the scheme of the exempted establishment shall not be less favourable than the Employees' Provident Fund Scheme, 1952.

(4) Any amendment to the said Scheme which is more beneficial to the employees than the existing rule of the establishment shall be made applicable to them automatically. No amendment to the rules of the Provident Fund of the said establishment shall be made without the previous approval of the Regional Provident Fund Commissioner and where any amendment is likely to affect adversely the interest of the employees of the said establishment, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

(5) All employees [as defined in section 2(f) of the said Act] who would have been eligible to become members of the Provident Fund, had the establishment not been granted exemption shall be enrolled as members.

(6) Where an employee who is already a member of Employees' Provident Fund (Statutory) or a Provident Fund of any other exempted establishment, the employer shall immediately enroll him as a member of the fund and arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited to his account.

(7) The employer shall establish a Board of Trustees for the management of the Provident Fund according to such directions as may be given by the Central Provident Fund Commissioner or by the Central Government, as the case may be from time to time.

(8) The Provident Fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees Provident Fund organization *inter-alia* for proper accounts of the receipts into and payments from the Provident Fund and the balance in their custody.

(9) The Board of Trustees shall meet atleast once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/ Central Provident Fund Commissioner or an officer authorized by him.

(10) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Where considered necessary, the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(11) A copy of the audited annual Provident Fund accounts together with the audited balance sheet of the establishment for each accounting year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of the financial year. For this purpose the financial year of the Provident Fund shall be from 1st of April to the 31st March.

(12) The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and the employees by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay Damages to the Board of Trustees for any delay in payment of the contributions in the same manner as an unexempted establishment is liable under similar circumstances.

(13) The Board of Trustees shall invest the money in the fund as per directions that may be given by the Government from time to time. The securities shall be obtained in the name of the Board of Trustees and shall be kept in the custody of a Scheduled Bank under the Credit Control of the Reserve Bank of India.

(14) Failure to make the investments as per directions of the Government shall make the Board of Trustees severally and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

(15) The Board of Trustees shall maintain a script-wise register and ensure timely realization of interest and redemption proceeds.

(16) The Board of Trustees shall maintain detailed accounts to show the contribution credited withdrawal and interest in respect of each employee.

(17) The Board shall issue an annual statement of account to every employee within six months of the close of financial/accounting year.

(18) The Board may, instead of the annual statement of account issue passbooks to every employee. Those passbooks shall remain in the custody of the employees and shall be brought upto date, by the Board on presentation by the employees.

(19) The account of each employee shall be credited with interest calculated on the opening balance as on the 1st day of the accounting year at such rate as may be decided by the Board of Trustees but shall not be lower than the rate declared by the Central Government under para 60 of the said Scheme.

(20) If the Board of Trustees are unable to pay interest at the rate declared by the Central Government for the reason that the return on investment is less or for any other reason, than the deficiency shall be made good by the employer.

(21) The employer shall also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, mis-appropriation or any other reason.

(22) The employer as well as the Board of Trustees shall submit such returns to the Regional Provident Fund Commissioner as the Central Government/Central Provident Fund Commissioner may prescribe from time to time.

(23) If the Provident Fund rules of the establishment provide for forfeiture of the employers' contributions in cases where an employee ceases to be a member of the fund on the lines of para 69 of the Scheme, the Board of Trustees shall maintain a separate account of the amounts so forfeited and may utilise the same for such purpose as may be determined with the prior approval of the Central Provident Fund Commissioner.

(24) Notwithstanding anything contained in the rules of the Provident Fund of the establishment, if the amount payable to any member upon his ceasing to be an employee of the establishment by way of employer and employees' contribution plus interest thereon taken together with the amount, if any payable under the Gratuity or Pension rules be less than the amount that would be payable as employer's and employees' contributions plus interest thereon if he were a member of the Provident Fund under the said Scheme, the employer shall pay the difference to the member as compensation or special contribution.

(25) The employer shall bear all the expenses of the administration of the Provident Fund including the maintenance of accounts, submission of returns, transfer of accumulations.

(26) The employer shall display on notice board of the establishment, a copy of the rules of the fund as approved by the appropriate authority and as and when amended thereto alongwith a translation of the salient points thereof in the language of the majority of the employees.

(27) The "Appropriate Government" may lay down any further conditions for continued exemption of the establishment.

(28) The employer shall enhance the rate of Provident Fund contributions appropriately if the rate of Provident Fund contribution for the class of establishments in which his establishment falls is enhanced under the said Act so that the benefits provided under the said Act.

(29) The exemption is liable to be cancelled for violation of any of the above conditions.

By order and in the name of the Governor of Maharashtra,

RAVEEKUMAR PATANKAR,
Section Officer.

१२०

बुधवार, एप्रिल ९, २०१४/चैत्र १९, शके १९३६

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा मार्ग, हुतात्मा राजगुरू चौक, मंत्रालय, मुंबई ४०० ०३२
दिनांक ९ एप्रिल २०१४

अधिसूचना

औद्योगिक विवाद अधिनियम, १९४७.

क्रमांक औविअ.३२०१४/प्र.क्र. ४९/कामगार २.— औद्योगिक विवाद अधिनियम, १९४७ (१९४७ चा चौदा) याच्या कलम ७ व ८ अन्वये प्रदान करण्यात आलेल्या अधिकारांचा वापर करून तसेच मा. महाप्रबंधक, मा. उच्च न्यायालय, मुंबई यांची अधिसूचना क्रमांक ए. ३९०२/२०१४/७१८, दिनांक २५ फेब्रुवारी २०१४ या अधिसूचनेस अनुसरून महाराष्ट्र शासन याद्वारे खाली नमूद केलेल्या न्यायिक अधिकाऱ्यांची पीठासीन अधिकारी, कामगार न्यायालय या पदावर पुढीलप्रमाणे नियुक्ती करित आहे :—

अ.क्र.	न्यायाधीशाचे नाव व सध्याचे पदनाम	कोणाच्या जागी	पीठासीन अधिकाऱ्यांचे नाव व नवीन पदनाम	शासन अधिसूचना क्रमांक
(१)	(२)	(३)	(४)	(५)
१	श्री. संजय डी. पैठणे, तत्कालिन दिवाणी न्यायाधीश, वरिष्ठस्तर आणि न्यायदंडाधिकारी, पहिला वर्ग, जळगाव.	श्री. अनिल पी. भावठानकर	श्री. संजय डी. पैठणे, पीठासीन अधिकारी, ४थे कामगार न्यायालय, मुंबई.	आयडीए.११७०/१४१२८०/ कामगार-२, दिनांक ३ ऑगस्ट १९७०.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

सं. धों. डगळे,

कार्यासन अधिकारी.

In pursuance of clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. IDA. 32014/CR-49/LAB-2, dated the 9th April 2014, Extraordinary, is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT,
Deputy Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya
Mumbai 400 032, dated the 9th April 2014

NOTIFICATION

INDUSTRIAL DISPUTES ACT, 1947.

No. IDA. 32014/CR-49/LAB-2.—In exercise of the powers conferred by sections 7 and 8 of the Industrial Disputes Act, 1947 (14 of 1947), and with reference to the Registrar General, High Court, Bombay, Notification No. A. 3902/2014/718, dated 25th February 2014, the Government of Maharashtra hereby appoints the following Judicial Officer as Presiding Officer of Labour Court :—

Sr. No.	Judge's name and Present Designation	On whose place	Presiding Officer's Name and New Designation	Government Notification No.
(1)	(2)	(3)	(4)	(5)
1	Shri Sanjay D. Paithane, the then Civil Judge, Senior Division and Judicial Magistrate, First Class, Jalgaon.	Shri Anil P. Bhavthankar.	Shri Sanjay D. Paithane, Presiding Officer, 4th Labour Court, Mumbai.	IDA. 1170/141280/ Lab-2, dated 3rd August 1970.

By order and in the name of the Governor of Maharashtra,

S. D. DAGALE,
Desk Officer.

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा मार्ग, हुतात्मा राजगुरु चौक, मंत्रालय, मुंबई ४०० ०३२

दिनांक ९ एप्रिल २०१४

अधिसूचना

मुंबई औद्योगिक संबंध अधिनियम, १९४६.

क्रमांक मुं.ओ.सं.३२०१४/प्र.क्र. ५०/कामगार-२. — मुंबई औद्योगिक संबंध अधिनियम, १९४६ (१९४७ चा अकरा) यांच्या कलम ९ अन्वये प्रदान करण्यात आलेल्या अधिकारांचा वापर करून तसेच मा. महाप्रबंधक, मा. उच्च न्यायालय, मुंबई यांची अधिसूचना क्रमांक ए.३९०२/२०१४/७१८, दिनांक २५ फेब्रुवारी २०१४ अन्वये या अधिसूचनेस अनुसरून महाराष्ट्र शासन याद्वारे खाली नमूद केलेल्या न्यायिक अधिकाऱ्यांची न्यायाधीश, कामगार न्यायालय या पदावर पुढीलप्रमाणे नियुक्ती करित आहे :—

अ.क्र.	न्यायाधीशाचे नाव व सध्याचे पदनाम	कोणाच्या जागी	न्यायाधीशाचे नाव व नवीन पदनाम	संबंधित शासन अधिसूचना क्रमांक
(१)	(२)	(३)	(४)	(५)
१	श्री. संजय डी. पैठणे, तत्कालिन दिवाणी न्यायाधीश, वरिष्ठस्तर आणि न्यायदंडाधिकारी, पहिला वर्ग, जळगाव.	श्री. अनिल पी. भावठानकर	श्री. संजय डी. पैठणे, न्यायाधीश, ४थे कामगार न्यायालय, मुंबई.	बीआयआर.१०८१/५२०३/ कामगार-९, दिनांक १६ जानेवारी १९८९.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

सं. धों. डगळे,

कार्यासन अधिकारी.

In pursuance of clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. BIR. 32014/CR-50/LAB-2, dated the 9th April 2014, Extraordinary, is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT,
Deputy Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya
Mumbai 400 032, dated the 9th April 2014

NOTIFICATION

BOMBAY INDUSTRIAL RELATIONS ACT, 1946.

No. BIR. 32014/CR-50/LAB-2.—In exercise of the powers conferred by section 9 of the Bombay Industrial Relations Act, 1946 (11 of 1947), and with reference to the Registrar General, High Court, Bombay, Notification No. A. 3902/2014/718, dated 25th February 2014, the Government of Maharashtra hereby appoints the following Judicial Officer as Judge of Labour Court :—

Sr. No. (1)	Judge's name and Present Designation (2)	On whose place (3)	Judge's Name and New Designation (4)	Government Notification No. (5)
1	Shri Sanjay D. Paithane, the then Civil Judge, Senior Division and Judicial Magistrate, First Class, Jalgaon.	Shri Anil P. Bhavthankar.	Shri Sanjay D. Paithane, Judge, 4th Labour Court, Mumbai.	BIR.1081/5203/Lab-9, dated 16th January 1981.

By order and in the name of the Governor of Maharashtra,

S. D. DAGALE,
Desk Officer.